



Cochise County Board of Supervisors

Public Programs...Personal Service
www.cochise.az.gov

PATRICK G. CALL
Chairman
District 1

ANN ENGLISH
Vice-Chairman
District 2

RICHARD R. SEARLE
Supervisor
District 3

JAMES E. VLAHOVICH
County Administrator

ARLETHE G. RIOS
Clerk of the Board

AGENDA FOR REGULAR BOARD MEETING

Tuesday, May 19, 2015 at 10:00 AM

BOARD OF SUPERVISORS HEARING ROOM
1415 MELODY LANE, BUILDING G, BISBEE, AZ 85603

ANY ITEM ON THIS AGENDA IS OPEN FOR DISCUSSION AND POSSIBLE ACTION

PLEDGE OF ALLEGIANCE

THE ORDER OR DELETION OF ANY ITEM ON THIS AGENDA IS SUBJECT TO MODIFICATION AT THE MEETING

ROLL CALL

Members of the Cochise County Board of Supervisors will attend either in person or by telephone, video or internet conferencing.

Note that some attachments may be updated after the agenda is published. This means that some presentation materials displayed at the Board meeting may differ slightly from the attached version.

CONSENT

Board of Supervisors

1. Approve an Intergovernmental Agreement (IGA) with the City of Willcox for the operation of an animal shelter with a renewal option of ten years.
2. Approve the Minutes of the regular meeting of the Board of Supervisors of May 5, 2015.
3. Approve a letter to Governor Doug Ducey asking that Cochise County continue to be designated as a local workforce development area for the counties of Cochise, Greenlee, and Graham.

County Sheriff

4. Approve the Work and Financial Plan, Agreement Number 15-73-04-0228-RA, between Cochise County and the U.S. Department of Agriculture Animal and Plant Health Inspection Service Wildlife Services to assign a Wildlife Specialist to Cochise County for predator and disease control for the term of July 1, 2015 through June 30, 2016 in the amount of \$34,858.

5. Approve a contract for Stone Garden funding from the Department of Homeland Security (DOHS) for reallocated funding from fiscal year 2013 in the amount of \$189,000 in Overtime and Mileage to be utilized before July 31, 2015.

Finance

6. Approve demands and budget amendments for operating transfers.

Procurement

7. Approve the award of RFP 15-24-HEA-03 Pharmacy Services to Contract Pharmacy Services in the estimated amount of \$70,000 for the Jail Health Department for the period of June 1, 2015 through May 31, 2016.

PUBLIC HEARINGS

Community Development

8. Adopt Resolution 15-05 to adopt the Final Cochise County Comprehensive Plan.
9. Uphold or deny the April 8, 2015 authorization by the Planning and Zoning Commission for a medical marijuana cultivation and dispensary facility at 10990 N. Mormon Rd, Elfrida, AZ, APN 403-04-005.

ACTION

County Sheriff

10. Approve the Arizona Criminal Justice Information System User Agreement between the Cochise County Sheriff's Office and the Department of Public Safety for all criminal history inquiries and entries.

Elections & Special Districts

11. Adopt Resolution 15-11 to authorize a Vote Center Plan for implementation for all countywide elections beginning in 2016.
12. Approve the acquisition of the Election Systems & Software (ES&S) election system, as directed by the Board, and authorize the Elections Director to prepare a Requisition for the Purchase Order and to sign the Software License Agreement and the Maintenance & Service Agreement, once finalized.

Facilities

13. Approve Amendment No. 5 to Contract #090098DC lease with the Department of Corrections for Property at Bisbee/Douglas International (BDI), which provides for sharing costs for repairing and improving the BDI water system.

CALL TO THE PUBLIC

This is the time for the public to comment. Members of the Board may not discuss items that are not specifically identified on the agenda.

REPORT BY JAMES E. VLAHOVICH, COUNTY ADMINISTRATOR -- RECENT AND PENDING COUNTY MATTERS

SUMMARY OF CURRENT EVENTS

Report by District 1 Supervisor, Patrick Call

Report by District 2 Supervisor, Ann English

Report by District 3 Supervisor, Richard Searle

Pursuant to the Americans with Disabilities Act (ADA), Cochise County does not, by reason of a disability, exclude from participation in or deny benefits or services, programs or activities or discriminate against any qualified person with a disability. Inquiries regarding compliance with ADA provisions, accessibility or accommodations can be directed to Chris Mullinax, Safety/Loss Control Analyst at (520) 432-9720, FAX (520) 432-9716, TDD (520) 432-8360, 1415 Melody Lane, Building F, Bisbee, Arizona 85603.

Cochise County Board of Supervisors
1415 Melody Lane, Building G Bisbee, Arizona 85603
520-432-9200 520-432-5016 fax board@cochise.az.gov

Consent 1.

Board of Supervisors

Regular Board of Supervisors Meeting

Meeting Date: 05/19/2015

IGA with Willcox for Animal Shelter

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation **Recommendation:** Approve

Document Signatures: BOS Signature Required **# of ORIGINALS Submitted for Signature:** 2

NAME of PRESENTER: Michael J. Ortega **TITLE of PRESENTER:** CA

Mandated Function?: Not Mandated **Source of Mandate or Basis for Support?:**

Docket Number (If applicable):

Information

Agenda Item Text:

Approve an Intergovernmental Agreement (IGA) with the City of Willcox for the operation of an animal shelter with a renewal option of ten years.

Background:

It is in the best interests of both parties to continue to operate this facility and to conduct these activities jointly to maximize the public benefits that can result from the cooperative use of the resources that are available to each. The City of Willcox operates the animal share and pays for the costs of doing so. The County reimburses the City for its share based on its proportionate share of the animal population, which varies from year to year. In FY 2014, operating costs totaled \$76,621, of which the County's share was \$42,449, as described on Exhibit A to the IGA.

Department's Next Steps (if approved):

Send Fully Executed IGA to City of Willcox.

Impact of NOT Approving/Alternatives:

The costs for the partnership regarding the animal shelter will not be recuperated.

To BOS Staff: Document Disposition/Follow-Up:

See Dept. next steps.

Budget Information

Information about available funds

Budgeted: ☐
Unbudgeted: ☐

Funds Available: ☐
Funds NOT Available: ☐

Amount Available:
Amendment: ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Animal Shelter IGA -- Willcox

Ex A to Animal Shelter Agreement -- Willocox -- Cost Allocation

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF WILLCOX AND COCHISE COUNTY FOR THE OPERATION OF AN ANIMAL SHELTER

The City of Willcox ("City") and the County of Cochise ("County") hereby agree to operate an Animal Shelter in the Willcox area subject to the terms and conditions indicated herein. This agreement is authorized by A.R.S. § 11-1013 and A.R.S. § 11-952.

WHEREAS, the County constructed an Animal Shelter in the Willcox area to be used for impounding dogs and cats; and

WHEREAS, this facility is currently being used to meet the City's needs for these same purposes; and

WHEREAS, City staff provides for the operation and routine maintenance of this facility and assists the County in enforcing the animal control laws in the area; and

WHEREAS, it is in the best interests of both parties to continue to operate this facility and to conduct these activities jointly to maximize the public benefits that can result from the cooperative use of the resources that are available to each.

NOW THEREFORE, it is mutually agreed that the City and the County shall continue to operate and maintain the Animal Shelter in the Willcox area and to enforce the applicable animal control laws in the area upon the following terms and conditions:

1. The County agrees to continue to provide an Animal Shelter, in the Willcox area.
2. The City agrees to continue to assume responsibility for operating the facility as a joint City and County Animal Shelter, and for providing all of the staff required. This responsibility includes, but is not limited to, providing food, water, sanitation services, and other requirements for the animals located there; for providing all necessary utility services; and for providing all of the administrative services required for this facility. The County hereby assigns and transfers to the City the right to enter, use and operate this facility for these purposes.
3. The City hereby agrees to accept all of the dogs and cats that are delivered to the facility by County staff and County residents, in the same manner as such animals from the City area are accepted, subject to the availability of adequate space for these animals. The City further agrees to manage and dispose of all animals that are accepted at the facility in accordance with all applicable laws, rules and regulations of the State of Arizona and of the United States and to operate this facility in accordance with all applicable laws, rules and regulations. The County agrees that if its representatives are unwilling to allow the City time to find placement of County animals, that the County's agents will dispose of those animals at the County's expense. The City shall provide the County with access to the facility, including keys or combinations, as necessary for the County staff to be able to enter the facility at any time that access may be required. County staff using such facility shall

follow all policies, procedures and guidelines established by the City in the operations of the facility, including specifically completing standard paperwork and following established procedures for incoming animals.

4. The City shall collect all of the fees applicable to the animals that are delivered to the facility from the County jurisdiction, shall maintain a record of all such payments, and shall issue receipts for these payments.

5. The City shall be entitled to reimbursement from the County for its proportionate share of expenses for animal care services that the City provides pursuant to this Agreement. The kinds of expenses that qualify are set forth on the spreadsheet attached as Exhibit A hereto, which sets forth expense allocations for FY 2014, The amount of reimbursement shall be adjusted based upon the proportionate volume of City and County animals housed at the facility and the operating costs incurred by the City to operate the facility. Prorated cost percentage will be based on an average of animal volume for the preceding three fiscal years. The adjustment will be done by mutual agreement on an annual basis throughout the term of this agreement.

6. The City shall maintain the facility in good and safe condition and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. The City will be responsible for providing routine and preventative maintenance to the facility. The term "routine maintenance" includes each separate maintenance activity that does not exceed the total cost of \$1,000 dollars for labor and materials. The City is responsible for all costs necessary to repair the facility as a result of any vandalism or destruction caused by the City or any of its employees or agents. The County will resume responsibility for any repairs and improvements that may be required that are beyond the scope of routine maintenance to include acts of God.

7. This Agreement shall be in effect upon its approval by the respective governing bodies. This Agreement shall be automatically renewed for successive fiscal years for ten (10) consecutive years unless either party provides written notice of its intent to terminate the Agreement not less than ninety (60) days prior to the start of the next fiscal year.

8. This Agreement may be cancelled as provided in A.R.S. § 38-511, pursuant to the terms of that statute.

9. Each party may at any time request an amendment to this Agreement. This Agreement is subject to amendment upon the mutual consent of the respective governing bodies, by the approval of a formal written amendment to this Agreement. On at least an annual basis, the parties shall meet, through their respective representatives, to discuss the operations of this facility and the needs of each party for any changes to this Agreement or the applicable procedures, as may be necessary to best accomplish the purposes of this Agreement.

10. The County shall defend, hold harmless, and indemnify the City, its officers, agents and employees, from all claims, demands, suits, damages or loss ("claims") that result from the negligence or intentional torts of the County, its agents, officers and employees, in the performance of this Agreement, but only to the extent that such claims arise from such negligence or intentional torts. The City shall defend, hold harmless and indemnify the County, its officers, agents and employees, from all claims, demands, suits, damages or loss ("claims") that result from the negligence or intentional torts of the City, its agents, officers, and employees, in the performance of this Agreement, but only to the extent that such claims arise from such negligence or intentional torts. The extent of the foregoing liabilities shall be limited to and determined by the respective fault of the parties, their agents, officers and employees, in comparison with others (including, but not limited to, the other party) who may have contributed to or in part caused any such claim to arise. This duty to defend, indemnify and hold harmless is not negated or otherwise limited by the characterization of the underlying duty as a "non-delegable duty" for which either party may be vicariously liable, as a matter of law.

IN WITNESS WHEREOF, the Parties have authorized the designated officials indicated below to execute this agreement indicating their respective approval.

COUNTY OF COCHISE:

CITY OF WILLCOX:

Patrick G. Call
Chairman, Cochise County Board of Supervisors

Robert A. Irvin
Mayer, City of Willcox

ATTEST:

ATTEST:

Arlenthe G. Rios
Clerk, Board of Supervisors

Virginia A. Mefford
Clerk, City of Willcox

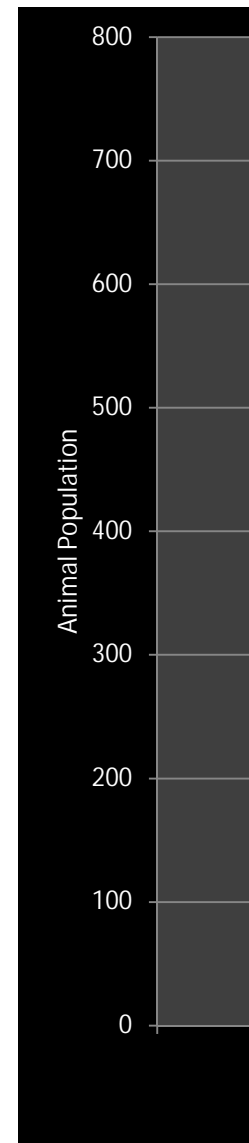
APPROVED AS TO FORM:

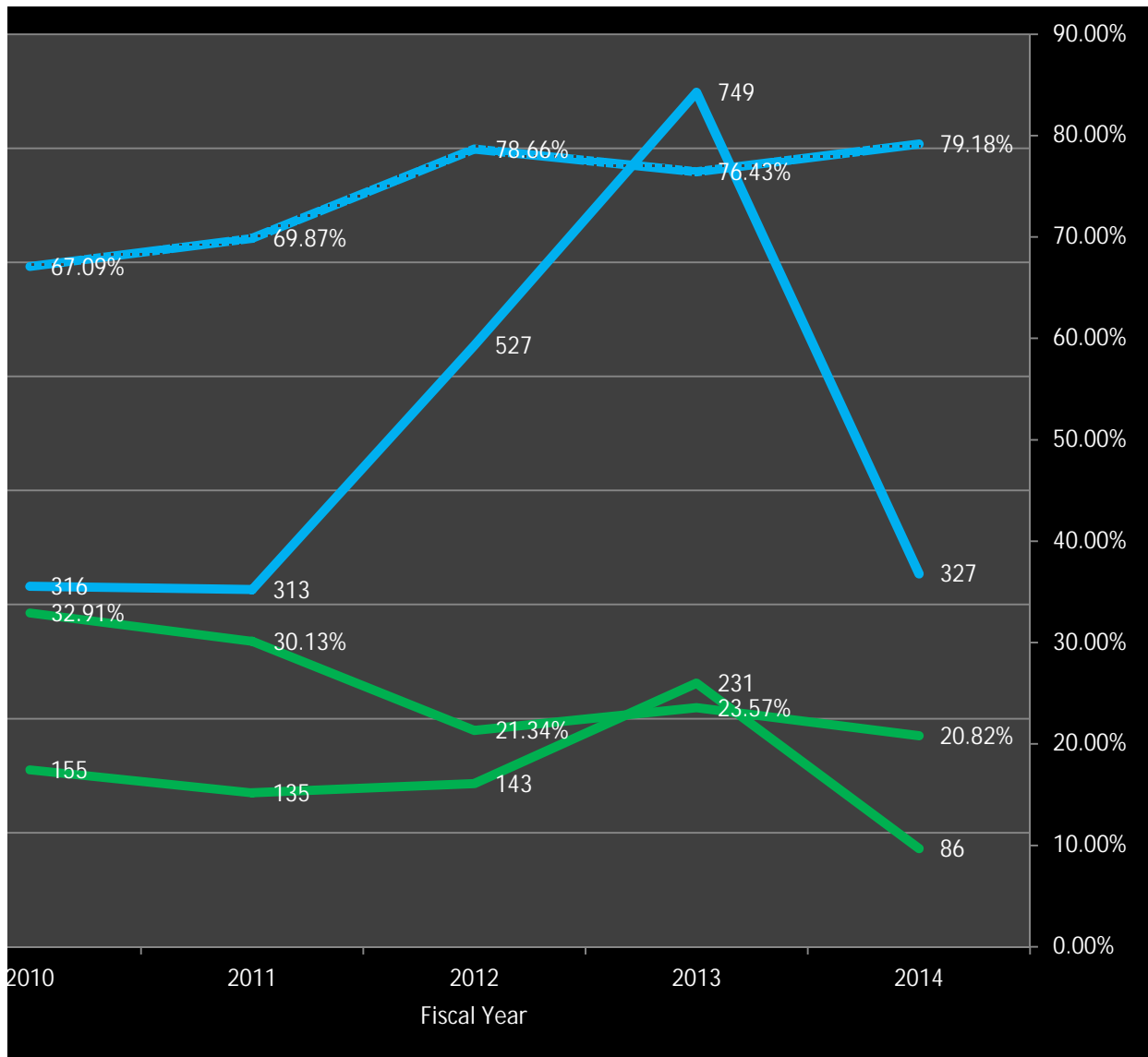
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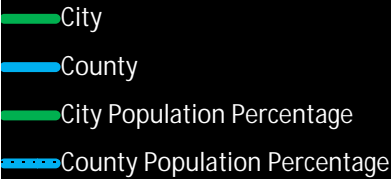
Brian M. McIntyre
County Attorney, Cochise County

Ann P. Roberts
City Attorney, City of Willcox

<u>Dogs</u>						
Fiscal Year		City		County		Total
	2010	135	34.26%	259	65.74%	394
	2011	115	32.67%	237	67.33%	352
	2012	100	21.46%	366	78.54%	466
	2013	109	19.16%	460	80.84%	569
	2014	67	17.77%	310	82.23%	377
Average		105.2	24.37%	326.4	75.63%	431.6
Average prior 3 years		92	19.46%	378.6667	80.54%	470.67
<u>Cats</u>						
Fiscal Year		City		County		Total
	2010	20	25.97%	57	74.03%	77
	2011	20	20.83%	76	79.17%	96
	2012	43	21.08%	161	78.92%	204
	2013	122	29.68%	289	70.32%	411
	2014	19	52.78%	17	47.22%	36
Average		44.8	27.18%	120	72.82%	164.8
Average prior 3 years		61.33	34.51%	155.67	65.49%	217.00
<u>Total</u>						
Fiscal Year		City		County		Total
	2010	155	32.91%	316	67.09%	471
	2011	135	30.13%	313	69.87%	448
	2012	143	21.34%	527	78.66%	670
	2013	231	23.57%	749	76.43%	980
	2014	86	20.82%	327	79.18%	413
Average		150	25.15%	446.4	74.85%	596.4
Average prior 3 years		153.33	21.91%	534.33	78.09%	687.67







Attachment "A"

GENERAL FUND
Public Safety - Animal Shelter

Account	Title	FY 14 Actual	FY 14 County Share
10-424-1101	SALARIES	\$32,528	\$16,511
10-424-1105	OVERTIME	\$2,040	\$1,035
10-424-1201	INDUSTRIAL INSURANCE	\$1,641	\$833
10-424-1202	MEDICAL INSURANCE	\$6,998	\$3,552
10-424-1203	FICA	\$2,468	\$1,253
10-424-1204	ARS	\$3,048	\$1,547
10-424-1205	UNEMPLOYMENT	\$123	\$62
10-424-1207	LIFE INSURANCE	\$117	\$59
10-424-1208	HEALTH REIMB ALLOWANCE	\$1,330	\$675
10-424-1209	BENEFITS FEES	\$175	\$89
10-424-2102	UNIFORMS	\$329	\$167
10-424-2106	FEED	\$4,555	\$3,557
10-424-2115	EQUIPMENT REPAIR/MAINTENANCE	\$565	\$441
10-424-2116	SMALL EQUIPMENT PURCHASES	\$1,716	\$1,716
10-424-2190	VETERINARIAN SUPPLIES	\$2,437	\$1,903
10-424-2404	UTILITIES	\$8,307	\$6,487
10-424-2590	CONTRACT SERVICES	\$1,635	\$1,277
10-424-2601	FUEL AND OIL	\$4,303	\$0
10-424-2602	TIRES AND TUBES	\$461	\$0
10-424-2603	VEHICLE REPAIR/MAINTENANCE	\$201	\$0
10-424-2700	TRAVEL AND TRAINING	\$261	\$204
10-424-2804	SUBSCRIPTIONS/MEMBERSHIPS	\$0	\$0
10-424-9601	ADVERTISING	\$583	\$455
10-424-9690	MISC. EXPENSE	\$800	\$625
Expenditure Total		\$76,621	\$42,449
			\$42,449
FY 14 = 78.09% - County share based on animal population.			
County share of salaries and benefits are based on 65% time spent on animal care.			
FY 14 (10-424-2116) - Shelter floor was painted with epoxy; chemicals were purchased for cleaning/s responsible for repairs and improvements beyond routing maintenance.			
10-424-2601 - 10-424-2603 are associated with animal control not animal care.			

Board of Supervisors

Regular Board of Supervisors Meeting

Meeting Date: 05/19/2015

Minutes

Submitted By: Cathy Davis, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

of ORIGINALS

Submitted for Signature:

NAME n/a

TITLE n/a

of PRESENTER:

of PRESENTER:

Mandated Function?:

Source of Mandate
or Basis for Support?:

Information

Agenda Item Text:

Approve the Minutes of the regular meeting of the Board of Supervisors of May 5, 2015.

Background:

Minutes

Department's Next Steps (if approved):

Signed minutes routed for processing and posted on the internet.

Impact of NOT Approving/Alternatives:

n/a

To BOS Staff: Document Disposition/Follow-Up:

Send to the Recorder's Office for microfiche purposes.

Budget Information

*Information about available funds*Budgeted: ☐Funds Available: ☐

Amount Available:

Unbudgeted: ☐Funds NOT Available: ☐Amendment: ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

No file(s) attached.

Regular Board of Supervisors Meeting**Board of Supervisors****Meeting Date:** 05/19/2015

letter asking to continue to be designated as a local workforce development area for the counties of Cochise, Greenlee and Graham

Submitted By: Arlethe Rios, Board of Supervisors**Department:** Board of Supervisors

Presentation: No A/V Presentation **Recommendation:** Approve

Document Signatures: BOS Signature Required **# of ORIGINALS Submitted for Signature:** 1

NAME of PRESENTER: n/a **TITLE of PRESENTER:** n/a

Docket Number (If applicable):

Mandated Function?: Not Mandated **Source of Mandate or Basis for Support?:**

Information**Agenda Item Text:**

Approve a letter to Governor Doug Ducey asking that Cochise County continue to be designated as a local workforce development area for the counties of Cochise, Greenlee, and Graham.

Background:

The Workforce Innovation and Opportunity Act (WIOA) was signed into law by President Obama on July 22, 2014. This law requires the Governor of each state, designate the local workforce investment areas as was done under the previous law, Workforce Investment Act (WIA). These areas are led by the Local Elected Officials, who appoint the local Workforce Board of Directors. Per Section 106(b) (2), the Governor will approve a request for designation as a local workforce development area that was designated as a local area for purposes of WIA who have performed successfully and sustained fiscal integrity.

Cochise County is respectfully requesting to continue to be designated as a local workforce development area for the counties of Cochise, Greenlee and Graham. Our three county consortium (Southeastern Arizona Workforce Connection) has been very successful in both program areas as well as fiscal performance. We are proud to report our three county area has meet and exceeded all of our performance standards. Our audits have been excellent and had no findings. Our area is considered low risk.

It has been a pleasure to work with the state Workforce Arizona Committee (WAC) which is housed within the Arizona Commerce Authority. We look forward to working with the state to successfully implement the Act so that employers and job seekers will prosper and assist in the overall economic development of our Counties and the State of Arizona.

Department's Next Steps (if approved):

Letter will be sent.

Impact of NOT Approving/Alternatives:

Gov. Ducey will not receive the request and the partnership for the three counties will be in jeopardy.

To BOS Staff: Document Disposition/Follow-Up:

Send letter via e-mail to:

Vada Phelps

Executive Director/CEO

SAWC/CAS

900 Carmelita Drive

Sierra Vista, Az 85635

(520) 439-3542

(520) 417-9910 fax

Attachments

Letter



Cochise County Board of Supervisors

Public Programs...Personal Service
www.cochise.az.gov

PATRICK G. CALL
Chairman
District 1

JAMES E. VLAHOVICH
County Administrator

ANN ENGLISH
Vice-Chairman
District 2

ARLETHE G. RIOS
Clerk of the Board

RICHARD R. SEARLE
Supervisor
District 3

May 19, 2015

The Honorable Doug Ducey, Governor
State of Arizona
1700 W. Washington
Phoenix, Arizona 85007

Governor Ducey,

The Workforce Innovation and Opportunity Act (WIOA) was signed into law by President Obama on July 22, 2014. This law requires the Governor of each State to designate the local workforce investment areas as was done under the previous law, Workforce Investment Act (WIA). These areas are led by the Local Elected Officials, who appoint the local Workforce Board of Directors. Per Section 106(b) (2), the Governor will approve a request for designation as a local workforce development area that was designated as a local area for purposes of WIA who have performed successfully and sustained fiscal integrity.

Cochise County is respectfully requesting to continue to be designated as a local workforce development area for the counties of Cochise, Greenlee and Graham. Our three county consortium (Southeastern Arizona Workforce Connection) has been very successful in both program areas as well as fiscal performance. We are proud to report our three county areas have met and exceeded all of our performance standards, our audits have been excellent and had no findings, and our area is considered low risk.

It has been a pleasure to work with the state Workforce Arizona Committee (WAC) which is housed within the Arizona Commerce Authority. We look forward to working with the state to successfully implement the Act so that employers and job seekers will prosper and assist in the overall economic development of our Counties and the State of Arizona.

Sincerely,

Patrick G. Call
Chairman

1415 Melody Lane, Building G
Bisbee, Arizona 85603
520-432-9200
520-432-5016 fax
board@cochise.az.gov

Regular Board of Supervisors Meeting

Meeting Date: 05/19/2015

US Department of Agriculture Agreement

Submitted By: Mark Genz, County Sheriff

Department: County Sheriff

Presentation: No A/V Presentation **Recommendation:** Approve

Document Signatures: BOS Signature Required **# of ORIGINALS Submitted for Signature:** 2

NAME of PRESENTER: Mark P. Genz **TITLE of PRESENTER:** Commander

Mandated Function?: Not Mandated **Source of Mandate or Basis for Support?:**

Docket Number (If applicable):

Information

Agenda Item Text:

Approve the Work and Financial Plan, Agreement Number 15-73-04-0228-RA, between Cochise County and the U.S. Department of Agriculture Animal and Plant Health Inspection Service Wildlife Services to assign a Wildlife Specialist to Cochise County for predator and disease control for the term of July 1, 2015 through June 30, 2016 in the amount of \$34,858.

Background:

This agreement is a continuing annual event between Cochise County and the USDA Animal and Plant Health Inspection Service, Wildlife Services. This agreement provides for a Wildlife Specialist to be assigned to Cochise County to manage damage caused by wild and feral animals to livestock, agriculture commodities, and the public health. The Wildlife Specialist also works with Sheriff's Office Animal Control Officers. The total cost of the position and equipment is \$69,195, \$34,337 of which is borne by the USDA, thus making the County's portion of the costs \$34,858. This agreement has been budgeted from the General Fund for the past several years. This agreement has been approved as to form by Lauri Owen of the County Attorney's Office.

Department's Next Steps (if approved):

Continue with the services as provided to mitigate predators and health issues related to animals within the county.

Impact of NOT Approving/Alternatives:

County animal control are not able to respond to wildlife animal calls and therefore there will be a degradation in response to these calls.

To BOS Staff: Document Disposition/Follow-Up:

Please sign all three sets of the agreement and return to the Sheriff's Office.

Budget Information

Information about available funds

Budgeted: ☒

Unbudgeted: ☐

Funds Available: ☐

Funds NOT Available: ☐

Amount Available:

Amendment: ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

USDA Agreement

WORK AND FINANCIAL PLAN
between
COUNTY OF COCHISE
and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES

Pursuant to Cooperative Service Agreement No. 13-73-04-0228-RA between County of Cochise (Cooperator) and the United States Department of Agriculture, Animal and Plant Health Inspection Service, Wildlife Services (APHIS-WS), this Work Plan defines the objectives, plan of action, resources and budget for the Wildlife Damage Management program to be conducted from July 1, 2015 through June 30, 2016.

I. OBJECTIVES/GOALS

During the term of this Plan, WS will direct its efforts toward managing damage caused by wild and feral animals to livestock, other agriculture commodities, the public health and other property within the limitation of the funds provided by the Cooperator, the Arizona Department of Agriculture (ADA), and those allocated by WS to the program within Arizona.

According to Arizona Revised Statutes (ARS) § 3-2401 and § 3-2405, and in cooperation with APHIS-WS and other government agencies, the objectives of the work to be performed by the Wildlife Specialist(s) assigned to the Cooperator are listed below in order of priority:

- a. Direct efforts will be made to reduce the probability of transmission of zoonotic diseases to livestock, poultry, wildlife, and human populations through collection of diagnostic samples, and management of wildlife and feral animal populations that are vectors of zoonotic diseases.
- b. Direct efforts will be made to manage losses to livestock, poultry, and crops from damage and predation caused by wild and feral animals.
- c. Direct efforts will be made for the protection of residential areas and property, other industries, and wildlife from damage and predation by wild and feral animals.

II. PLAN OF ACTION

The funds provided by the Cooperator will pay for approximately one staff year (FTE) of effort by WS employees toward these objectives.

As identified in ARS § 3-2401 and § 3-2405, WS and the Cooperator shall cooperate in the control and destruction or relocation of predatory wildlife, noxious rodents and related animals that are injurious to livestock, poultry, game, agriculture, other industries and the public health in accordance with organized and systematic work plans.

In addition to above, WS will conduct feral, free-ranging and hybrid dog management to protect agriculture and animal Husbandry (e.g. Livestock, poultry) and natural resources in both rural and urban settings. Where applicable; WS will coordinate dog management with the Sheriff's office.

Protection of wildlife (i.e., game) will be in cooperation with the US Fish and Wildlife Service (migratory birds and threatened and endangered species) and/or Arizona Game and Fish Department. Annual work plans are developed through consultations with the US Forest Service, Bureau of Land Management, and Arizona

State Land Department with participation by the Arizona Game and Fish Department, and ADA. Wildlife Services is also an active participant in the Arizona Livestock Incident Response Team.

Efforts will be made to increase cooperative funding by entering into Cooperative Service Agreements with additional interested counties (ARS § 3-2401) and by entering into cost share agreements with organizations and individuals within the State who require intensive and/or specialized wildlife damage management that is beyond the capability of the existing funding.

III. REPORTS

APHIS-WS will provide a quarterly report of activities to the Cooperator.

IV. COST ESTIMATE FOR SERVICES

The cooperator will reimburse APHIS-WS for expenses incurred, not to exceed **\$34,858**. WS shall submit quarterly bills for actual costs incurred to WS for performance of work as delineated in the Work Plan. Such costs may include, but are not limited to, salary/benefits, vehicle use, supplies/equipment, APHIS overhead and pooled cost. An estimated itemization of expenses is listed below; however funds may be distributed between itemized categories as needed.

Wildlife Services Estimated costs	
Salary/Benefits	\$15,585
Travel/Per Diem	\$2,500
Vehicle Use	\$14,000
Dog and Horse Hire	\$252
Supplies	\$2,000
Total	\$34,337

Cochise Estimated Costs	
Salary/Benefits	\$30,415
Dept. of Ag Contribution	-\$3,000
Total	\$27,415
APHIS Overhead (16.15%)	\$4,428
Pooled Cost (11.0%)	\$3,016
Total	\$34,858

NOTE: In accordance with the Debt Collection Improvement Act (DCIA) of 1996, bills issued by WS are due and payable within 30 days of receipt. The DCIA requires that all debts older than 120 days be forwarded to debt collection centers or commercial collection agencies for more aggressive action. Debtors have the option to verify, challenge and compromise claims, and have access to administrative appeals procedures which are both reasonable and protect the interests of the United States.

V. AUTHORIZATION

Pursuant to A.R.S. 38-511, the provisions of which are incorporated herein by reference, all parties are hereby put on notice that this Agreement is subject to cancellation by Cochise County or its departments or agencies, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the County or its departments or agencies is, at any time while the contract or any

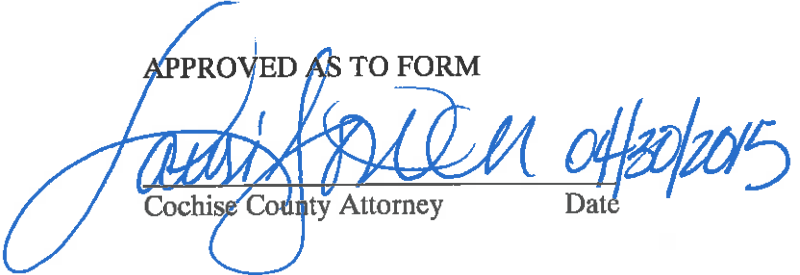
extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

Changes to this Annual Work/Financial Plan will be accomplished through a written amendment, agreed to by the parties.

APHIS-WS has advised the Cooperator that other private sector service providers may be available to provide wildlife management services and notwithstanding these other options, the Cooperator requests that APHIS-WS provide wildlife management services as stated under the terms of this agreement.

COUNTY OF COCHISE
COCHISE COUNTY BOARD OF SUPERVISORS
1415 W. Melody Lane
BISBEE, AZ 85603
520-432-9200
Tax Identification Number: 86-6000398 B

APPROVED AS TO FORM


Cochise County Attorney Date 04/30/2015

Chairman, Cochise County Board of Supervisors

Date

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES
Tax Identification Number: 41-0696271

State Director, Arizona

Date

Director, Western Region

Date

Regular Board of Supervisors Meeting

Meeting Date: 05/19/2015

Stone Garden Grant

Submitted By: Ken Foster, County Sheriff

Department: County Sheriff

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature Required

**# of ORIGINALS
Submitted for Signature:** 2

**NAME
of PRESENTER:** Ken Foster

**TITLE
of PRESENTER:** Lieutenant

Mandated Function?: Federal or State Mandate

**Source of Mandate
or Basis for Support?:** ARS 11-441

You will use this Agenda Item template if your item involves a Grant (whether a new or renewal grant). You also must attach the Grant Approval Form to the item before Finance will approve it. Select the SPECIAL LINKS on your left-hand menu and Click on "Grant Approval Form". Then complete the form, save it and attach it to your item (on the Attachments tab).

Information

Agenda Item Text:

Approve a contract for Stone Garden funding from the Department of Homeland Security (DOHS) for reallocated funding from fiscal year 2013 in the amount of \$189,000 in Overtime and Mileage to be utilized before July 31, 2015.

Background:

The Sheriff's Office has a contract for funding in Operation Stone Garden. The funding is to be utilized to assist the US Border Patrol in identifying and deterring illegal immigrant and drug smuggling into the United States, specifically for the Sheriff's Office into Cochise County. This funding allows the Sheriff's Office to place and dispatch additional resources (patrol units and detectives) in the field to locate, monitor, arrest and/or detain subjects and suspects involved in the above illegal activity. The funding also allows the Sheriff's Office to patrol remote areas of the county (like Portal AZ) during this operation/detail; where regular on duty patrol units cannot due to calls for service in more populated areas of the county. Units working the Stone Garden Operations main function(s) are to look for and combat the above mentioned illegal activities; however, the additional units are also available to assist the public as necessary.

Department's Next Steps (if approved):

If approved, the Sheriff's Office will continue to participate with the US Border Patrol in Operation Stone Garden utilizing the aforementioned monies.

Impact of NOT Approving/Alternatives:

If not approved, the Sheriff's Office will not be a participant in this program with these monies.

To BOS Staff: Document Disposition/Follow-Up:

Please return two copies with original signatures to the Sheriff's Office.

Budget Information

Information about available funds

Budgeted: ☐

Funds Available: ☐

Amount Available:

Unbudgeted: ☐

Funds NOT Available: ☐

Amendment: ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Grant Approval Form

Stone Garden Contract

Additional Fiscal Impact Information

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator: Date Prepared:

Point of Contact: Phone Number:

Department:

PRIMARY GRANT

Primary Grantor: CFDA:

Grant Title:

Grant Term From: To: Total Award Amount:

New Grant: ☒ Yes ☐ No Grant No.:

Amendment No.:

Funding No.: If new, Finance will assign a funding number.

Strategic Plan: District: Mandated by Law? ☐ Yes ☐ No

Number of Positions Funded: Asset(s) Acquired:

Briefly describe the purpose of the grant.

The purpose of the Stone Garden grant is to assist the US Border Patrol in combating illegal immigration and drug smuggling; and to capture and prosecute or deter those who engage in these activities from continuing these actions.

If this is a mandated service, cite the source. If not mandated, cite indications of local customer support for this service.

This service is is not necessarily a mandate for the Sheriff's Office. However, part of the duty in working this operation is keep the peace, (ARS11-441) which is a mandated function of the Sheriff's Office.

PRIMARY FUNDING SOURCE:

Funding Year:	2013/Reallocation	Federal Funds 332.100	189,000
		State Funds 336.100	
		County Funds 391.000	
		Other Funds:	
		Total Funds:	
Funding Year:		Federal Funds 332.100	
		State Funds 336.100	
		County Funds 391.000	
		Other Funds:	
		Total Funds:	
Funding Year:		Federal Funds 332.100	
		State Funds 336.100	
		County Funds 391.000	
		Total Revenue:	

Has this amount been budgeted? ☐ Yes ☒ No

Method of collecting funds: ☐ Lump Sum ☐ Quarterly ☐ Draw ☒ Reimbursement

Is revertment of unexpended funds required at the end of grant period? ☐ Yes ☒ No

(a) Total A-87 Cost Allocation: 35,910 (b) Amount of overhead allowed by grant: 0

County Subsidy (a) - (b): 0

Does Grantor accept indirect costs as an allowable expenditure? ☐ Yes ☒ No

If yes, dollar amount or percentage allowed:

Second Grantor:

Grant Term From: To:

Secondary Award Amount:

Grant No.:

Amendment No.:

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Total Revenue:

Has this amount been budgeted? ☐ Yes ☐ No

Method of collecting funds: ☐ Lump Sum ☐ Quarterly ☐ Draw ☐ Reimbursement

Is revertment of unexpended funds required at the end of grant period? ☐ Yes ☐ No

(a) Total A-87 Cost Allocation: (b) Amount of overhead allowed by grant:

County Subsidy (a) - (b):

Does Grantor accept indirect costs as an allowable expenditure? ☐ Yes ☐ No

If yes, dollar amount or percentage allowed:

Is County match required? ☐ Yes ☒ No

County Match Source:

County match dollar amount or percentage:

Signature:


Ken Foster

Board Approval:

Date

Print Form

Submit by Email to Finance

Please e-mail completed form to Finance ldevore@cochise.az.gov.

NOTE: Once approved by the Board of Supervisors, the department is responsible for sending a copy of the fully executed grant document to the Finance Department

SUBGRANTEE AGREEMENT - REALLOCATION
Operation Stonegarden Grant Program - Overtime

13-AZDOHS-OPSG-130412-04

Between

**The Arizona Department of Homeland Security
And**

Cochise County Sheriff's Office

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the **Cochise County Sheriff's Office** (subrecipient) for services under the terms of this Grant Agreement.

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to specify the responsibilities and procedures for the subrecipient's role in administering homeland security grant funds.

II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS

This Agreement shall become effective on **April 1, 2015** and shall terminate on **July 31, 2015**. The obligations of the subrecipient as described herein will survive termination of this agreement.

III. DESCRIPTION OF SERVICES

The subrecipient shall provide the services for the State of Arizona, Arizona Department of Homeland Security as approved in the grant application titled "**OPSG Overtime**" and funded at **\$189,000** (as may have been modified by the award letter).

IV. MANNER OF FINANCING

The AZDOHS shall:

- a) Provide up to **\$189,000** to the subrecipient for services provided under Paragraph III.
- b) Payment made by the AZDOHS to the subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the subrecipient. A listing of acceptable documentation can be found at www.azdohs.gov. Payments will be contingent upon receipt of all reporting requirements of the subrecipient under this Agreement.

V. FISCAL RESPONSIBILITY

It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the project as described in the application. Any modification to quantity or scope of work must be preapproved in writing by the AZDOHS. Therefore, should the project not be completed, the subrecipient shall reimburse said funds directly to the AZDOHS immediately. If the project is completed at a lower cost than the original budget called for, the amount reimbursed to the subrecipient shall be for only the amount of dollars actually spent by the subrecipient in

accordance with the approved application. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by the AZDOHS, the State, or Federal government, the subrecipient shall reimburse said funds directly to the AZDOHS immediately.

VI. FINANCIAL AUDIT/PROGRAMATIC MONITORING

The subrecipient agrees to terms specified in A.R.S. § 35-214 and § 35-215.

- a) In addition, in compliance with the Federal Single Audit Act (31 U.S.C. par. 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the subrecipient must have an annual audit conducted in accordance with OMB Circular #A-133 ("Audits of States, Local Governments, and Non-profit Organizations") if the subrecipient expends more than \$500,000 from Federal awards. If the subrecipient has expended more than \$500,000 in Federal dollars, a copy of the subrecipient's audit report for the previous fiscal year and subsequent years within the period of performance is due annually to AZDOHS within nine (9) months of the subrecipients fiscal year end.
- b) Subrecipients will be monitored periodically by the AZDOHS staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and on-site monitoring visits. Monitoring can involve aspects of the work involved under this contract including but not limited to the review and analysis of the financial, programmatic, equipment, performance, and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed.

VII. APPLICABLE FEDERAL REGULATIONS

The subrecipient must comply with the Funding Opportunity Announcement (FOA), Office of Management and Budget (OMB) Circulars, Code of Federal Regulations (CFR) and other Federal guidance including but not limited to:

- a) 44 CFR Chapter 1, Federal Emergency Management Agency, Department of Homeland Security at www.gpo.gov/fdsys/pkg/CFR-2007-title44-vol1/content-detail.html
- b) 2 CFR 225 Cost Principles for State, Local & Indian Tribal Governments (A-87 OMB Circular), at www.gpo.gov/fdsys/pkg/CFR-2007-title2-vol1/content-detail.html.
Cost Principles: 2 CFR Part 225, State and Local Governments; 2 CFR Part 220, Educational Institutions; 2 CFR Part 230, Non-Profit Organizations; Federal Acquisition Regulation Subpart 31.2, Contracts with Commercial Organizations. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, at www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf.
- c) 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (formerly OMB Circular A-102), at origin www.gpo.gov/fdsys/pkg/CFR-2010-title44-vol1/pdf/CFR-2010-title44-vol1-part13.pdf. U.S. Department of Homeland Security Authorized Equipment List (AEL), at www.llis.dhs.gov/knowledgebase/authorizedequipmentlist.
- d) 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.
- e) 28 CFR applicable to grants and cooperative agreements, including Part 18, Office of Justice Programs Hearing and Appeal Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal

Intelligence Systems Operating Policies; Part 42, Non-discrimination; Equal Employment Opportunities; Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 66, Uniform Administrative Requirements for Grants and Co-operative Agreements to State and local Government. This CFR can be found at <http://www.gpo.gov/fdsys/pkg/CFR-2001-title28-vol1/content-detail.html>.

- f) Where applicable and with prior written approval from AZDOHS/DHS/FEMA, program subgrantees using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*). Subrecipients must ensure that their contractors or subcontractors for construction projects pay workers employed directly at the work-site no less than the prevailing wages and fringe benefits paid on projects of a similar character. Additional information, including Department of Labor (DOL) wage determinations, is available from the following website <http://www.dol.gov/compliance/laws/comp-dbra.htm>.

Included within the above mentioned guidance documents are provisions for the following:

National Incident Management System (NIMS)

The subrecipient agrees to remain in compliance with National Incident Management System (NIMS) implementation initiatives as outlined in the applicable Funding Opportunity Announcement (FOA).

Environmental Planning and Historic Preservation

The subrecipient shall comply with all applicable Federal, State, and Local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of AZDOHS/FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Procurement and construction activities shall not be initiated prior to the full environmental and historic preservation review and approval.

Consultants/Trainers/Training Providers

Billings for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the subrecipient and 44 CFR Chapter 1, Part 13; and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. In addition to the per day \$450 maximum amount, the consultant/trainer/training provider may be reimbursed reasonable travel, lodging, and per diem not to exceed the state rate. Itemized receipts are required for lodging and travel reimbursements. The subrecipient will not be reimbursed costs other than travel, lodging, and per diem on travel days for consultants/trainers/training providers.

Contractors/Subcontractors

The subrecipient may enter into written subcontract(s) for performance of certain of its functions under the contract in accordance with terms established in the OMB Circulars, Code of Federal Regulations, DHS Guidance/FOA, and DHS Program Guidance. The subrecipient agrees and understands that no subcontract that the subrecipient enters into with respect to performance under this Agreement shall in any way relieve the subrecipient of any responsibilities for performance of its duties. The subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the subrecipient by any subcontractor or vendor which in the opinion of the subrecipient may result in litigation related in any way to the Agreement with the AZDOHS.

Personnel and Travel Costs

All grant funds expended for personnel, travel, lodging, and per diem must be consistent with the subrecipient's policies and procedures; and the State of Arizona Accounting Manual (SAAM); must be applied uniformly to both federally financed and other activities of the agency; and will be reimbursed at the most restrictive allowability and rate. At no time will the subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: www.gao.az.gov.

Procurement

The subrecipient shall comply with all internal agency procurement rules/policies and must also comply with Federal procurement rules/policies as outlined in section VII and all procurement must comply with Arizona State procurement code and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The subrecipient shall not enter into a Noncompetitive (Sole or Single Source) procurement agreement, unless prior written approval is granted by the AZDOHS. The Noncompetitive Procurement Request Form and instructions are located on the AZDOHS website, www.azdohs.gov/grants/.

Training and Exercise

The subrecipient agrees that any grant funds used for training and exercise must be in compliance with the applicable FOA. All training must be approved through the ADEM/AZDOHS training request process prior to execution of training contract(s). All exercises must utilize the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) Toolkit for exercise design, development and scheduling. Subrecipient agrees to:

- a) Submit the HSEEP Toolkit Exercise Summary to AZDOHS with all Exercise Reimbursement Requests.
- b) Post all exercises, documentation and After Action Reports/Improvement Plans via the HSEEP Toolkit.
- c) Within 60 days of completion of an exercise, or as prescribed by the most recent HSEEP guidance, the exercise host subrecipient is required to upload the AAR/IP into the HSEEP Toolkit and email the AAR/IP to the local County Emergency Manager, the FEMA Region IX Exercise POC, HSEEP@dhs.gov, the AZDOHS Strategic Planner, and the Arizona Department of Emergency Management (ADEM) Exercise Officer.

Nonsupplanting Agreement

The subrecipient shall not use funds to supplant State or Local funds or other resources that would otherwise have been made available for this program/project. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the subrecipient may resume charging for the grant position.

E-Verify

Compliance requirements for A.R.S. § 41-4401—immigration laws and E-Verify requirement.

- a) The subrecipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program).
- b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the subrecipient may be subject to penalties up to and including termination of the Agreement.
- c) The AZDOHS retains the legal right to inspect the papers of any employee who works on the Agreement to ensure that the subrecipient is complying with the warranty under paragraph (a) above.

Property Control

Effective control and accountability must be maintained for all property. The subrecipient must adequately safeguard all such property and must assure that it is used for authorized purposes as described in the FOA, grant application, and Code of Federal Regulations (44 CFR 13.32). The subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

- a) Equipment shall be used by the subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. Theft, destruction, or loss of property shall be reported to the AZDOHS immediately.
- b) Nonexpendable Property and Capital Assets:
 - 1. Nonexpendable Property is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of \$300 (Three Hundred Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or systems.
 - 2. A Capital Asset is any personal or real property, or fixture that has an acquisition cost of \$5,000 (Five Thousand Dollars) or more per unit and a useful life of more than one year.
- c) A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. The subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report. A Property Control Form can be located at www.azdohs.gov/Grants/. The subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.
- d) A physical inventory of the Nonexpendable Property and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.
 - 1. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated and reported to AZDOHS.
 - 2. Adequate maintenance procedures must be developed to keep the property in good condition.

- e) When Nonexpendable Property and/or Capital Assets are no longer in operational use by the subgrantee, an updated Property Control Form must be submitted to AZDOHS immediately. The disposition of equipment shall be in compliance with the AZDOHS Disposition Guidance. If the subgrantee is requesting disposition of Capital Assets for reasons other than theft, destruction, or loss, the subgrantee must submit an Equipment Disposition Request Form and receive approval prior to the disposition. The Equipment Disposition Request Form can be found at www.azdohs.gov/Grants/.

Allowable Costs

The allowability of costs incurred under this agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable OMB Circulars, Code of Federal Regulations, authorized equipment lists and guidance documents referenced above.

- a) The subrecipient agrees that grant funds are not to be expended for any indirect costs that may be incurred by the subrecipient for administering these funds.
- b) The subrecipient agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with the applicable FOA.

VIII. DEBARMENT CERTIFICATION

The subrecipient agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions."

IX. FUNDS MANAGEMENT

The subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with other sources. The subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits.

The subrecipient must maintain adequate business systems to comply with Federal requirements.

The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

X. REPORTING REQUIREMENTS

Regular reports by the subrecipient shall include:

- a) Programmatic Reports

The subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) working days of the last day of the quarter in which services are provided. The subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS.

The subrecipient shall use the Quarterly Programmatic Report form, which is posted at www.azdohs.gov/Grants/. If the scope of the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information

regarding the project as deemed necessary by the AZDOHS. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire scope of the project is completed

- b) Quarterly Programmatic Reports are due:
January 15 (period October 1– December 31)
April 15 (period January 1 – March 31)
July 15 (period April 1 – June 30)
October 15 (period July 1 – September 30)
- c) Final Quarterly Report:
The final quarterly report is due no more than fifteen (15) days after the end of the performance period. The Property Control Form and Grant Funded Typed Resource Report are due with the final quarterly report (if applicable).
- d) Property Control Form – if applicable:
The subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly report.
 - a. In case of equipment disposition:
The Property Control Form shall be updated and a copy provided to AZDOHS no more than forty-five (45) calendar days after equipment disposition, if applicable. The disposition of equipment must be in compliance with the AZDOHS Disposition Guidance.
- e) The Grant Funded Typed Resource Report – if applicable:
The subrecipient shall email the AZDOHS Strategic Planner a copy of the Grant Funded Typed Resource Report with the final quarterly report. The Grant Funded Typed Resource Report and instructions are located at www.azdohs.gov/Grants/.
- f) Financial Reimbursements
The subrecipient shall provide as frequently as monthly but not less than quarterly requests for reimbursement. Reimbursements requests are only required when expenses have been incurred. Reimbursements shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The subrecipient shall submit a final reimbursement for expenses received and invoiced prior to the end of the termination of this Agreement no more than **forty-five (45) calendar days** after the end of the Agreement. Requests for reimbursement received later than the forty-five (45) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked FINAL.

The AZDOHS requires that all requests for reimbursement are submitted via U.S. mail (United States Postal Service), FedEx, UPS, etc...or in person. Reimbursements submitted via fax or by any electronic means will not be accepted.

The AZDOHS reserves the right to request and/or require any supporting documentation it feels necessary in order to process reimbursements.

All reports shall be submitted to the contact person as described in Paragraph XL, NOTICES, of this Agreement.

XI. ASSIGNMENT AND DELEGATION

The subrecipient may not assign any rights hereunder without the express, prior written consent of both parties.

XII. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representative of the subrecipient and the AZDOHS. The AZDOHS shall have the right to immediately amend this Agreement so that it complies with any new legislation, laws, ordinances, or rules affecting this Agreement.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the subrecipient's compensation if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding sentence. The subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

XIII. US DEPARTMENT OF HOMELAND SECURITY AGREEMENT ARTICLES

Article A – Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award.

Article B - Compliance with Funding Opportunity Announcement

The recipient agrees that all allocations and use of funds under this grant will be in accordance with the applicable FOA.

Article C - DHS Specific Acknowledgements and Assurances

All recipients of financial assistance must acknowledge and agree—and require any sub-recipients, contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS.
2. Recipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter

alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

Article D - Use of DHS Seal, Logo and Flags

All recipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article E - USA Patriot Act of 2001

All recipients must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.

Article F - Trafficking Victims Protection Act of 2000

All recipients of financial assistance will comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007.

In accordance with the statutory requirement, in each agency award under which funding is provided to a private entity, Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a subrecipient —

1. Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
2. Procures a commercial sex act during the period of time that the award is in effect;
or
3. Uses forced labor in the performance of the award or subawards under the award.

Full text of the award term is provided at 2 CFR § 175.15.

Article G - Non-supplanting Requirement

All recipients must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Applicants or award recipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.

Article H - Lobbying Prohibitions

All recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

Article I - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225(a), all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.

Article J - Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. §41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

Article K - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.

Article L - False Claims Act and Program Fraud Civil Remedies

All recipients must comply with the requirements of 31 U.S.C. § 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

Article M - Duplication of Benefits

State, Local and Tribal recipients must comply with 2 CFR Part §225, Appendix A, paragraph (C)(3)(c), which provides that any cost allocable to a particular Federal award or cost objective under the principles provided for in this authority may not be charged to other Federal awards to overcome fund deficiencies.

Article N - Drug-Free Workplace Regulations

All recipients must comply with the Drug-Free Workplace Act of 1988 (412 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. These regulations are codified at 2 CFR 3001.

Article O - Debarment and Suspension

All recipients must comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

Article P - Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first

produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

Article Q - Best Practices for Collection and Use of Personally Identifiable Information (PII)

All award recipients who collect PII are required to have a publicly-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments guidance and template located at:

http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf

and

http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf, respectively.

Article R - Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article S - Acknowledgement of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article T - Assurances, Administrative Requirements and Cost Principles

Recipients of DHS federal financial assistance must complete OMB Standard Form 424B Assurances – Non-Construction Programs. Certain assurances in this form may not be applicable to your project or program, and the awarding agency may require applicants to certify to additional assurances. Please contact the program awarding office if you have any questions.

The administrative requirements that apply to DHS award recipients originate from two sources:

- Office of Management and Budget (OMB) Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (also known as the “A-102 Common Rule”). These A-102 requirements are also located within DHS regulations at Title 44, Code of Federal Regulations (CFR) Part 13.
- OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, relocated to 2 CFR Part 215.

The cost principles that apply to DHS award recipients through a grant or cooperative agreement originate from one of the following sources:

- OMB Circular A-21, Cost Principles for Educational Institutions, relocated to 2 CFR Part 220.
- OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, relocated to 2 CFR Part 225.
- OMB Circular A-122, Cost Principles for Non-Profit Organizations, relocated to 2 CFR Part 230.

The audit requirements for State, Local and Tribal recipients of DHS awards originate from:

- OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

Article U - Age Discrimination Act of 1975

All recipients must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Article V - Americans with Disabilities Act of 1990

All recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101–12213).

Article W - Title VI of the Civil Rights Act of 1964

All recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), codified at 6 CFR Part 21 and 44 CFR Part 7, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Article X - Civil Rights Act of 1968

All recipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 CFR § 100.201).

Article Y - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

All recipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, recipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-accesspeople-limited> and additional resources on <http://www.lep.gov>.

Article Z - SAFECOM

Recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article AA - Title IX of the Education Amendments of 1975 (Equal Opportunity in Education Act)

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.

Article AB - Rehabilitation Act of 1973

All recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

XIV. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

XV. AGREEMENT RENEWAL

This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period.

XVI. RIGHT TO ASSURANCE

If the AZDOHS in good faith has reason to believe that the subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS may demand in writing that the subrecipient give a written assurance of intent to perform. If the subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option may terminate this Agreement.

XVII. CANCELLATION FOR CONFLICT OF INTEREST

The AZDOHS may, by written notice to the subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

XVIII. THIRD PARTY ANTITRUST VIOLATIONS

The subrecipient assigns the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to subrecipient toward fulfillment of this Agreement.

XIX. AVAILABILITY OF FUNDS

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the subrecipient in the execution of this Agreement.

XX. FORCE MAJEURE

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

XXI. PARTIAL INVALIDITY

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

XXII. ARBITRATION

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) days of the events giving the rise to the dispute. The subrecipient agrees to terms specified in A.R.S. § 12-1518.

XXIII. GOVERNING LAW AND CONTRACT INTERPRETATION

- a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.
- b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.
- c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

XXIV. ENTIRE AGREEMENT

This Agreement and its Exhibits constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph XII, AMENDMENTS. The subrecipient agrees to comply with any such amendment within ten (10) business days of receipt of a fully executed amendment. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXV. RESTRICTIONS ON LOBBYING

The subrecipient shall not use funds made available to it under this Agreement to pay for, influence, or seek to influence any officer or employee of a State or Federal government.

XXVI. LICENSING

The subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

XXVII. NON-DISCRIMINATION

The subrecipient shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including the Americans with Disabilities Act, in accordance with A.R.S. title 41, Chapter 9, Article 4 and Executive Order 2009-09.

XXVIII. SECTARIAN REQUESTS

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

XXIX. SEVERABILITY

The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Agreement.

XXX. ADVERTISING AND PROMOTION OF AGREEMENT

The subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the written approval of the AZDOHS.

XXXI. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

The AZDOHS reserves the right to review and approve any publications funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize the AZDOHS and the U.S. Department of Homeland Security. The U.S. Department of Homeland Security and the AZDOHS shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

The subrecipient agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the subrecipient describing programs or projects funded in whole or in part with Federal funds shall contain the following statement:

"This document was prepared under a grant from U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security."

The subrecipient also agrees that one copy of any such publication, report, printed matter, or publication shall be submitted to the AZDOHS to be placed on file and distributed as appropriate to other potential subrecipients or interested parties. The AZDOHS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the subrecipient.

The AZDOHS and the subrecipient recognize that research resulting from this Agreement has the potential to become public information. However, prior to the termination of this Agreement, the subrecipient agrees that no research-based data resulting from this Agreement shall be published or otherwise distributed in any form without express written permission from the AZDOHS and possibly the U.S. Department of Homeland Security. It is also agreed that any report or printed

matter completed as a part of this agreement is a work for hire and shall not be copyrighted by the subrecipient.

XXXII. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

Any television public service announcement that is produced or funded in whole or in part by the subrecipient shall include closed captioning of the verbal content of such announcement.

XXXIII. INDEMNIFICATION

Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona, (State Agency) is self-insured per A.R.S. 41-621.

In addition, should subrecipient utilize a contractor(s) and subcontractor(s) the indemnification clause between subrecipient and contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the (insert name of other governmental entity) and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.

XXXIV. TERMINATION

- a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the subrecipient or the grantor to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses, and permits or to make satisfactory progress in performing the Agreement. The staff of either party shall provide a written thirty (30) day advance notice of the termination and the reasons for it.
- b) If the subrecipient chooses to terminate the contract before the grant deliverables have been met then the AZDOHS reserves the right to collect all reimbursements distributed to the subrecipient.
- c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The

subrecipient shall be liable to the AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the subrecipient.

XXXV. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

The subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

XXXVI. PARAGRAPH HEADINGS

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

XXXVII. COUNTERPARTS

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one agreement.

XXXVIII. AUTHORITY TO EXECUTE THIS AGREEMENT

Each individual executing this Agreement on behalf of the subrecipient represents and warrants that he or she is duly authorized to execute this Agreement.

XXXIX. SPECIAL CONDITIONS

- a) The subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements
- b) The subrecipient acknowledges that the U.S. Department of Homeland Security and the AZDOHS reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
- c) The subrecipient agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: **"Purchased with funds provided by the U.S. Department of Homeland Security."**
- d) The subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.
- e) The subrecipient is prohibited from transferring funds between programs (State Homeland Security Program, Urban Area Security Initiative, Citizen Corps Program, Operation Stonegarden, and Metropolitan Medical Response System).

XL. NOTICES

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing, be delivered in person, or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security
1700 West Washington Street, Suite 210
Phoenix, AZ 85007

The subrecipient shall address all programmatic and reimbursement notices relative to this Agreement to the appropriate AZDOHS staff; contact information at www.azdohs.gov.

The AZDOHS shall address all notices relative to this Agreement to:

Sheriff Mark Dannels

Enter Title, First & Last Name above

Cochise County Sheriff's Office

Enter Agency Name above

205 N. Judd Drive

Enter Street Address

Bisbee, AZ 85603

Enter City, State, ZIP

XLI. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

Cochise County Sheriff's Office

Enter Agency Name above

Authorized Signature above

Mark Dannels, Sheriff

Print Name & Title above

Enter Date above

Pat Call, Chairperson

ATTEST:

Arlthe G.Rios, Clerk of the Board

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Gilbert M. Orrantia

Director

Date

APPROVED AS TO FORM:

Lauri Owen, Civil Deputy County Attorney

(Please be sure to complete and mail two original documents to the Arizona Department of Homeland Security.)

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator: Date Prepared:
Point of Contact: Phone Number:
Department:

PRIMARY GRANT

Primary Grantor: CFDA:

Grant Title:

Grant Term From: To: Total Award Amount:

New Grant: ☒ Yes ☐ No

Grant No.:

Amendment No.:

Funding No.: If new, Finance will assign a funding number.

Strategic Plan: District: Mandated by Law? ☐ Yes ☐ No

Number of Positions Funded: Asset(s) Acquired:

Briefly describe the purpose of the grant.

The purpose of the Stone Garden grant is to assist the US Border Patrol in combating illegal immigration and drug smuggling; and to capture and prosecute or deter those who engage in these activities from continuing these actions.

If this is a mandated service, cite the source. If not mandated, cite indications of local customer support for this service.

This service is not necessarily a mandate for the Sheriff's Office. However, part of the duty in working this operation is keep the peace, (ARS11-441) which is a mandated function of the Sheriff's Office.

PRIMARY FUNDING SOURCE:

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Total Funds:

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Total Funds:

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Total Revenue:

Has this amount been budgeted? ☐ Yes ☒ No

Method of collecting funds: ☐ Lump Sum ☐ Quarterly ☐ Draw ☒ Reimbursement

Is revertment of unexpended funds required at the end of grant period? ☐ Yes ☒ No

(a) Total A-87 Cost Allocation: (b) Amount of overhead allowed by grant:

County Subsidy (a) - (b):

Fleet is subsidized by \$10,550

Does Grantor accept indirect costs as an allowable expenditure? ☐ Yes ☒ No

If yes, dollar amount or percentage allowed:

Klein, Lois E

From: Servia, Rea Anne
Sent: Friday, April 24, 2015 9:36 AM
To: Servia, Rea Anne; Klein, Lois E
Cc: Vlahovich, Jim; Smith, Thad
Subject: RE: Stonegarden 130412-04 \$189,000.00

Ok Everyone ☺

\$168,410.00 is for OT/ERE and \$20,590.00 is for Mileage. I would request budget setup as below

Overtime	201-3000-XXXX-401.600	\$112,700.00	} $\$168,410 \times 19\% = \$31,998$ Indirect cost subsidy
OASI	201-3000-XXXX-402.100	\$ 8,622.00	
PSRS	201-3000-XXXX-402.400	\$ 44,315.00	
WC	201-3000-XXXX-402.600	\$ 2,773.00	
Fleet	201-3000-XXXX-420.000	\$ 20,590.00	$\div 44.54 = 46,270 \text{ miles} \times \$0.228 / \text{mile}$ $= \$10,550$

Now, you will notice the PSRS amount is only 39.32%, due to the fact that retirement will include dispatchers (only 11.47%).

The way the Stonegarden budget works, is they (DOHS) allocate X amount of dollars for overtime (which includes ERE) and mileage. The mileage is a set amount, the overtime is adjustable between the OT and ERE, so we move the dollars around to suit our budget.

Thank you.

ReaAnne Servia,
Administrative Manager
Cochise County Sheriff's Office
205 N. Judd Drive . Bisbee, AZ 85603
Phone (520) 432-9515
Fax (520) 432-3517

From: Servia, Rea Anne
Sent: Friday, April 24, 2015 9:11 AM
To: Klein, Lois E
Cc: Vlahovich, Jim; Smith, Thad
Subject: RE: Stonegarden

I have sent the request to DOHS, I will respond as soon as I hear back.

Regular Board of Supervisors Meeting

Meeting Date: 05/19/2015

Demands

Submitted By: Cathy Davis, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

of ORIGINALS

Submitted for Signature:

NAME n/a

TITLE n/a

of PRESENTER:

of PRESENTER:

Mandated Function?:

**Source of Mandate
or Basis for Support?:**

Information

Agenda Item Text:

Approve demands and budget amendments for operating transfers.

Background:

Auditor-General's requirement for Board of Supervisors to approve.

Department's Next Steps (if approved):

Return to Finance after BOS approval.

Impact of NOT Approving/Alternatives:

Board of Supervisors will not be in compliance with State law.

To BOS Staff: Document Disposition/Follow-Up:

Return to Finance after BOS approval.

Budget Information

Information about available funds

Budgeted: ☐

Funds Available: ☐

Amount Available:

Unbudgeted: ☐

Funds NOT Available: ☐

Amendment: ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

No file(s) attached.

**Consent 7.
Procurement**

Regular Board of Supervisors Meeting

Meeting Date: 05/19/2015

Pharmacy Services

Submitted By: Terry Rutan, Procurement

Department: Procurement

Presentation: No A/V Presentation **Recommendation:** Approve

Document Signatures: BOS Signature Required **# of ORIGINALS Submitted for Signature:** 3

NAME of PRESENTER: Terry Hudson **TITLE of PRESENTER:** Procurement Director

Mandated Function?: Not Mandated **Source of Mandate or Basis for Support?:**

Docket Number (If applicable):

Information

Agenda Item Text:

Approve the award of RFP 15-24-HEA-03 Pharmacy Services to Contract Pharmacy Services in the estimated amount of \$70,000 for the Jail Health Department for the period of June 1, 2015 through May 31, 2016.

Background:

The Procurement Department at the request of the Jail Health Department prepared Request for Proposal 15-24-HEA-03 for Pharmacy Services. The Request for Proposal was released on February 11, 2015 and advertised in the Arizona Range News on February 19th and 26th. Twenty-five pharmacies were notified on Public Purchase and two Pharmacies were notified by e-mail. Four pharmacies responded to the proposal; Contract Pharmacy Services, Westwood Pharmacy, Diamond Pharmacy and Correct RX Pharmacy Services.

Department's Next Steps (if approved):

Execute contract and monitor contract performance.

Impact of NOT Approving/Alternatives:

The County will continue using the current pharmacy at higher prices.

To BOS Staff: Document Disposition/Follow-Up:

Please sign three copies)1 - Procurement; 1 - Awarded Vendor; 1 - Clerk of the Board.

Budget Information

Information about available funds

Budgeted: ☒

Funds Available: ☐

Amount Available:

Unbudgeted: ☐

Funds NOT Available: ☐

Amendment: ☐

Account Code(s) for Available Funds

1:

Fund Transfers
Attachments

Evaluation Summary
Proposal Tabulation

EVALUATION OF RFP NO.15-24-HEA-03 - Pharmacy Services

CONTRACTORS	Location *	Cost Score	Procurement		Health Services		Procurement		AGGREGATE	
			Score	Rank	Score	Rank	Score	Rank	SCORE	RANK
Contract Pharmacy Services	Warrington, PA	40	94	1	92.00	1	96.00	1	282.00	1
Westwood Pharmacy	Richmond, VA	36	84	2	90.00	2	90.00	2	264.00	2
Diamond Pharmacy Services	Indiana, PA	28	82	3	78.00	3	86.00	4	246.00	3
Correct RX Pharmacy Services	Linticum, MD	32	68	4	74.00	4	88.00	3	230.00	4

COCHISE COUNTY PURCHASING DIVISION

RFP 15-24-HEA-03 - Pharmacy Services

Proposal Tabulation Form

Description	Contract Pharmacy Services	Westwood Pharmacy	Diamond	Correct RX
Generic-BP	AWP 92%	AWP 92%	AWP 82%	AWP 88%
Generic-Bulk	AWP 92%	AWP 92%	AWP 82%	AWP 88%
Brand-BP	AWP 21%	AWP 20%	AWP 23%	AWP 20%
Brand-Bulk	AWP 21%	AWP 20%	AWP 23%	AWP 20%
Dispensing Fee	-0-	-0-	-0-	-0-
Returns/Credit	100%	100% with \$1.00 processing fee	100% with \$1.50 processing fee	At vendor's cost
Med Carts	No Charge	No Charge	No Charge	No Charge

AWP – Average Wholesale Price

Regular Board of Supervisors Meeting**Meeting Date:** 05/19/2015

Final Adoption of the Cochise County Comprehensive Plan

Submitted By: Beverly Wilson, Community Development**Department:** Community Development**Division:** Planning & Zoning**Presentation:** PowerPoint**Recommendation:** Approve**Document Signatures:** BOS Signature Required**# of ORIGINALS** 1**Submitted for Signature:****NAME
of PRESENTER:** Beverly Wilson**TITLE
of PRESENTER:** Planning Director**Mandated Function?:** Federal or State Mandate**Source of Mandate
or Basis for Support?:****Docket Number (If applicable):** CP-14-01**Information****Agenda Item Text:**

Adopt Resolution 15-05 to adopt the Final Cochise County Comprehensive Plan.

Background:

Will add this as soon as meeting is over - no later than May 14th.

Department's Next Steps (if approved):

After the document is recorded, it will be posted on the County webpage and available for the Public.

Impact of NOT Approving/Alternatives:

The County will not have an approved Comprehensive Plan per ARS.

To BOS Staff: Document Disposition/Follow-Up:

Please provide a recorded copy for the Planning Department.

Budget Information*Information about available funds***Budgeted:** ☐**Funds Available:** ☐**Amount Available:****Unbudgeted:** ☐**Funds NOT Available:** ☐**Amendment:** ☐**Account Code(s) for Available Funds**

1:

Fund Transfers**Attachments**Resolution -- Comp PlanCompensation PlanMemo

RESOLUTION 15-

TO AMEND THE COCHISE COUNTY COMPREHENSIVE PLAN, ARTICLES 1, 2, AND 3

WHEREAS, A.R.S. § 11-804 requires the County Board of Supervisors to formulate comprehensive plans for the purpose of guiding and accomplishing a coordinated, adjusted and harmonious development of the county; and

WHEREAS, Cochise County re-adopted the Comprehensive Plan in 2003 and is required to re-adopt the Plan every 10 years, pursuant to A.R.S. § 11-805(M); and

WHEREAS, Arizona Revised Statutes were revised in April of 2010 to allow Counties to extend the 10 year deadline to a firm date of July, 1, 2015; and

WHEREAS, amendments to the Comprehensive Plan regarding renewable energy policies is mandated because Cochise County population exceeds one hundred twenty five thousand persons; and

WHEREAS, the proposed changes are to the narrative portion of the Comprehensive Plan only and will not affect the Comprehensive Plan maps; and

WHEREAS, A.R.S. § 11-805.B mandates public participation and input which resulted in the addition of elements pertaining to policies for Rural Character, Agriculture/Ranch Lands, and Economic Development; and

WHEREAS, amending the narrative of the Comprehensive Plan will:

- More clearly describe the elements, goals, and policies contained within the plan.
- Add new policies to protect and define agricultural/ranch lands.
- Add new policies to encourage economic development.
- Add policies to protect rural character.
- Add policies to encourage the use of renewable energy.
- Remove negative and regulatory language while reinforcing the language defining policies.
- Remove certain policies that are now included in regulatory documents.
- Policies from the Strategic Plan were added to water conservation and land use elements.
- Revise, clarify, and edit ambiguous references and language.

RESOLUTION 15-

Re: To Amend The Cochise County Comprehensive Plan, Articles 1, 2, and 3

P a g e | 2

WHEREAS, the proposed changes to the Comprehensive Plan were posted on the County's website for review and comment by the public, transmitted to interested parties throughout the County and notice was published as required by law; and

WHEREAS, the proposed narrative changes are considered a major amendment and 60-day notice was given to incorporated cities, adjacent jurisdictions and other entities as required by A.R.S. § 11-805(F); and

WHEREAS, the Planning and Zoning Commission unanimously recommended approval of the proposed changes at their regular meeting of January 14, 2015; and

WHEREAS, the Board of Supervisors, at its meeting on April 23, 2015, requested certain changes to the draft Comprehensive Plan, and as required by law referred the changes to the Commission, which reviewed and recommended these changes;

NOW, THEREFORE BE IT RESOLVED, that the Cochise County Comprehensive Plan is hereby amended as set forth in Exhibit A, to be effective from and after June 18, 2015.

PASSED AND ADOPTED by the Board of Supervisors of Cochise County, Arizona, this 19th day of May, 2015.

Patrick Call, Chairman
Cochise County Board of Supervisors

ATTEST:

Arlethe G. Rios
Clerk of the Board

APPROVED AS TO FORM:

Britt Hanson

Britt W. Hanson
Chief Civil Deputy County Attorney

This word document shows the changes as approved by the Board of Supervisors on March 24, 2015. Changes are on pages 14, 15, 19, 21 and 22. The photos and other formatting will be included in the final document in Word Publisher (which does not feature 'track changes').

CONTENTS

Page 1 Article 1

- 1 101 - Title, Purpose, and Background
- 102 - Comprehensive Plan Elements-Goals and Policies
- 3 A. Land Use
- 8 B. Affordable Housing, Neighborhood Rehabilitation, and Enterprise

Redevelopment

- 10 C. Agriculture and Ranching
- 11 D. Economic Development
- 13 E. Renewable Energy
- 14 F. Federal Government Coordination
- 19 G. Intergovernmental Coordination
- 20 H. Adequate Facilities and Service
- 21 I. Rural Character
- 23 J. Transportation
- 25 K. Water Conservation

28 Article 2

- 28 201 - Growth Areas, Plan Designations, Area Plans & Master Development Plans
- 28 A. Growth Area Categories
- 30 B. Plan Designations
- 32 C. Area Plans
- 33 D. Master Development Plans
- 33 E. Other Area Plans
- 34 202 - Comprehensive Plan Land Use Map
- 34 A. Adoption of Map
- 34 B. Boundary Determination
- 35 MAP - Comprehensive Plan Growth Areas and Land Jurisdiction Map
- 36 C. Amendments and Corrections

37 Article 3

- 37 301 - Administration
- 37 302 - Comprehensive Plan Amendments
- 37 A. Amending Area Categories and Plan Designations
- 37 B. Plan Amendments, Definition of Major Amendment
- 38 C. Time Frame for Acceptance of Major Amendments
- 39 303 - Public Participation Requirements
- 39 A. Purpose
- 39 B. Public Participation Requirements for Comprehensive Plan Amendments
- 40 C. Notification Requirements for Major Amendments
- 41 D. Formal Notification for Not Defined Major Amendments
- 41 E. Formal Notification for Major Amendments

43	Article 4
43	401 - Severability
43	402 - Conflicting Provisions Repealed
43	403 - Effective Date
44	Appendices A-F

Article 1

101—Title, Purpose, and Background

There is hereby established and adopted a plan for the guidance of growth in Cochise County, to be known as the Cochise County Comprehensive Plan.

The purpose of the Cochise County Comprehensive Plan is to provide an official long-range vision and framework for Cochise County land use and development policies. The Plan will serve to protect and enhance natural resources, the customs, culture, economy, and the qualities of the places where people choose to live. Arizona Revised Statutes specifically requires counties to adopt and maintain comprehensive plans for the purpose of “guiding and accomplishing a coordinated, adjusted, and harmonious development of the area of jurisdiction. This plan provides a blueprint to be used as a decision-making tool by residents, land owners, developers, conservationists, the County Community Development Department, Planning and Zoning Commission, and the Board of Supervisors. The land use pattern in Cochise County reveals extensive rural landscapes and a mixture of urban and small crossroads communities, with a long history of farming, ranching, and mining. Fort Huachuca, the County’s largest single employer, has been and remains a significant part of the County’s history. The varied climate and topography supports a biologically rich county, attracting a wide range of outdoor enthusiasts. The County’s location along the international border provides a wide range of economic opportunities. Free market dynamics should be allowed to determine land use activity patterns to the maximum extent feasible within the public’s legitimate interest of health, safety, welfare, conservation, and convenience.

The Comprehensive Plan and its accompanying Land Use Map provide policies for the use of land, and guide the type and scope of development that should occur in the County. The Zoning Regulations, Subdivision Regulations, Light Pollution Code, and the Building Codes are the tools for implementation of those policies. The actions of other governmental agencies that impact the people, land, and resources within Cochise County must be carried out in a manner consistent with, or implemented in coordination with, the goals and policies expressed in this Comprehensive Plan.

Cochise County saw an explosion of growth and development in the mid-2000s, quickly followed by the Great Recession of 2008. This recession halted many development plans while also slowing population growth. The 2010 Census showed Cochise County grew by less than 1.2% annually in the last decade with a 2010 population of 131,346.

Envisioning 2020, in 2008, was a significant public outreach by the county to ascertain and document citizen sentiment. Utilizing telephone surveys and a series of 13 public meetings throughout the county this effort asked participants what they valued about their communities, their thoughts about the future, what aspects of their communities they wanted to see changed, and what they wished to keep. It was also explained to participants that one result of the Envisioning 2020 process would be to incorporate the findings into a Comprehensive Plan update. This is the promised update of the Plan and includes the information gathered during the Envisioning process directly from the citizens of Cochise County.

Four new Elements were incorporated into Article 1, with goals and policies formulated from the Envisioning 2020 study, including Rural Character, Economic Development, Renewable Energy, and Agriculture and Ranching.

The overall goal of this Plan is to promote the growth of Cochise County as prescribed by the Arizona Revised Statutes. Each county is directed to form a Comprehensive Plan, and to update it every ten years. This Comprehensive Plan includes three Articles:

Article 1 contains eleven Elements, each consisting of a narrative, followed by goals, and supporting policies.

Article 2 establishes the Comprehensive Plan Land Use Map, and describes the Growth Categories and Plan Designations.

Article 3 provides for administration and procedures for amending the Plan.

A. Land Use Element

The Land Use Element's Goals and Policies form the foundation of the Comprehensive Plan. Arizona State Law requires that counties adopt a Comprehensive Plan for "the general purpose of guiding and accomplishing a coordinated, adjusted, and harmonious development of the area of jurisdiction pursuant to the present and future needs of the County." State law further requires that the Plan "be developed so as to conserve the natural resources of the County, to ensure efficient expenditure of public monies and to promote the health, safety, convenience, and general welfare of the public." This Land Use Element fulfills the primary statutory requirement by setting forth the general land use policies for Cochise County. It identifies where and how growth should occur.

Goal

1. Development in the Cochise County's unincorporated areas should occur in a manner consistent with the established Growth Categories and Plan Designations provided in this Plan with accompanying maps, plats, charts, and descriptive matter as per ARS.

Policies

- a. New intensive development should be located in areas designated for growth and higher densities in close proximity to adequate facilities and infrastructure, particularly in category A and B Growth Areas.

b. Cochise County should work with and encourage incorporated municipalities to upgrade and expand water and sewer utilities to accommodate new compact development on adjacent lands, especially in Category A and B Growth Areas.

c. In order to preserve the character and intent of each plan designation, maintain orderly growth patterns, and provide a direct relationship between the Comprehensive Plan and the regulatory mechanisms, the formation of zoning districts within Cochise County should be guided by Plan Designations. A compatible mixture of zoning districts should be promoted within each plan designation.

d. Growth Areas and Plan Designations should be regularly reviewed in order to reflect changes over time as appropriate and as desired by Cochise County residents.

Goal

2. Development should occur in a manner that preserves open space, agricultural and ranching resources, and existing historical sites which may include: wildlife corridors; hydrologic recharge areas; floodplains; geologic features; historic, archaeological, or cultural resources; or arable soils.

Policy

The protection of resource areas, and historical sites/landmarks especially in Category D Rural areas, should be considered by landowners and the County when developing or updating new regulations, master development plans, area plans, or the Comprehensive Plan. Protections may take the form of increased setbacks, open space dedication, and consideration of viewscapes, private deed restrictions, land purchases, and voluntary conservation easements.

Goal

3. The Zoning Regulations, Subdivision Regulations, the Light Pollution Code, the Building Code, and other related documents or regulatory ordinances shall implement the land use policies in this Plan.

Policies

- a. The County should monitor, review and update the Zoning and Subdivision Regulations, as necessary, to:
 - i. Ensure compliance with this Comprehensive Plan.
 - ii. Facilitate cost-efficient development and innovative land use design.
 - iii. Reduce complexity, contradictions, and unnecessary regulations.
 - iv. Tailor the number of zoning districts to accommodate the diversity of land use proposals found throughout the County.

- v. Create a compatible mix of uses conducive to convenient and economical circulation and the efficient provision of services and facilities within each zoning district.
- vi. Encourage subdivision development in lieu of minor land divisions of property through density bonuses and other incentives.
- b. To the maximum extent feasible, the Zoning Regulations should specify requirements for each permitted use within the Regulations themselves, in most cases allowing property owners to obtain building/use permits immediately upon compliance with the specified criteria. Administrative delays should be kept to a minimum.
- c. A number of uses having a more intense impact than permitted uses on surrounding properties may require a "Special Use" hearing procedure. This would apply to uses and areas which can only be evaluated on a case-by-case basis using review criteria adopted in the Zoning Regulations.
- d. Statutory exemptions and non-conforming uses should be permitted to the full extent required by state law, but should be otherwise discouraged through a strict interpretation as to their existence and extent.
- e. Overlay zoning districts may be proposed by landowners or by Cochise County in areas or neighborhoods that warrant a relaxation or intensification of specific site development standards.
- f. Rezoning should not create sites, either within the area of the rezoning or adjacent to it, which cannot be developed with the typical use, permitted in the applicable zoning district (s).
- g. Small, isolated rezonings, also known as "spot zonings" should be discouraged.
- h. Rezoning that result in non-conforming land uses or sites should be discouraged.
- i. The County should require the following information for all proposed land uses involving hazardous materials (toxic, explosive, flammable, radioactive, corrosive, chemically reactive and biologically hazardous), and transmit these applications to all applicable Federal, State, and local agencies with an interest in regulating such land uses. To ensure the health, welfare and safety of the County citizens, industrial rezonings or special uses will be evaluated according to the following factors:
 - i. Impact on sensitive land uses such as schools, residentially developed or zoned areas, hospitals, and parks.
 - ii. Impact on air, floodplains, wells, water systems, and aquifers.
 - iii. Suitability of soils.
 - iv. Appropriateness of transport routes.
 - v. Impact upon and adequacy of the infrastructure serving the site.

- j. Exclusion of residences and schools from a potential hazardous materials containment area.
- k. Adequate information for the review of rezonings and special uses should be provided before they are scheduled for Planning and Zoning Commission action. Information provided should include at a minimum, submission of a concept plan and a complete application, and public participation, as adopted in the Zoning Regulations.
- l. "Downzonings" should be encouraged through reduced regulatory requirements, and deemed appropriate in rural areas to increase the minimum lot size required for development. They should be viewed as a tool to decrease an area's overall potential residential density.
- m. Federal and state lands will be zoned by Cochise County so that these lands are regulated should they transfer into private ownership.
- n. Viable, cost-effective, voluntary development alternatives for the subdivision of land should be provided through the subdivision regulations. These alternatives might include:
 - i. Incentives, such as density bonuses, to encourage clustered development or conservation subdivisions, while maintaining a minimum percentage of a property as open space or conservation area, or other performance standards.
 - ii. Allowing for smaller lots with provision of shared ownership in common open space while maintaining overall densities of the zoning district.
 - iii. Conservation and agricultural easements for preservation of open space, agricultural and ranching resources.
 - iv. Streamlining and expediting certain subdivision processes as an alternative to lot-splitting.
 - v. Transfer of development rights to accommodate higher densities in growth areas while preserving open space, agricultural and ranching resources in undeveloped rural areas.

Goal

4. Cochise County should maintain official maps that visually demonstrate the boundaries of Growth Categories and Plan Designations in unincorporated areas of the county.

Policy

Significant resource areas, such as wildlife corridors, hydrologic recharge areas, floodplains, geologic features, and known historic or cultural resources should be identified and maintained as map layers in Cochise County's mapping software and available to landowners and County staff for consideration when developing new regulations, community plans, or updates to this Plan. Overlay zoning districts should also be maintained as part of the County's official map set and be made available to stakeholders.

Goal

5. Identify sources of aggregates in the Comprehensive Plan when maps identifying such resources become available from State agencies.

Policy

Cochise County will develop policies to preserve currently identified aggregates, once State maps become available.

B. Affordable Housing, Neighborhood Rehabilitation, and Enterprise Redevelopment Element

The needs of some groups within Cochise County are not provided for by the free-market system. These groups often need either direct provision of housing or government subsidies to meet the affordable housing demand. Cochise County has numerous designated Colonias which are characterized by being within 150-miles of the US/Mexico border; lacking critical infrastructure; and housing in poor condition. The rehabilitation of Colonias remains a national priority and as such these communities are eligible for additional funds from HUD and USDA. Community based planning provides a framework in which different agencies can understand the residents' priorities and allow those agencies to work more effectively. To be eligible for some grants and assistance, adopted community development plans must be in effect.

Development standards within the Zoning and Subdivision Regulations can be a barrier to the development of affordable housing. Density bonuses, flexible development standards or other tools can lower these barriers, offering incentives to build or rehabilitate affordable housing while ensuring the health, safety, and welfare of the community. Flexibility is especially important in areas when rehabilitation and upgrading of infrastructure is ongoing. In 2013, the Board of Supervisors adopted an Anti-Displacement and Relocation Assistance Plan in accordance with federal law, to accomplish all of the above.

As the State housing trust fund is facing funding reductions, communities around Arizona need to create their own solutions to fill this gap. A regionally based housing trust fund could be a way for the entire county to pool resources and coordinate activities.

Goal

1. Revitalize and redevelop economically distressed areas within Cochise County.

Policies

- a. Residential neighborhoods having a high percentage of substandard lots or uses, but with sufficient potential for improvement to become acceptable places to live should be designated for neighborhood rehabilitation; only residential or neighborhood business zoning districts should be formed in such areas.
- b. Distressed areas that have become unsuitable for residential development due to condemnations for public right-of-way, the existence of a substantial percentage of incompatible uses, or extreme pressures for commercial development, should be designated for enterprise redevelopment; rezoning to residential districts in such areas should be prohibited.

- c. The development of Area or Neighborhood Plans should be encouraged and supported for distressed communities, including Colonias, to enable residents to focus their efforts to successfully compete for grant and other funding.

Goal

- 2. Promote Safe and Affordable Housing.

Policies

- a. Work with the Housing Authority of Cochise County to develop housing strategies affordable to very low, low, and moderate income persons as defined by the United States Department of Housing and Urban Development (HUD) income limits.
- b. Support Accessory Living Quarters or other affordable housing options as a means of increasing housing for seniors, the disabled and vulnerable populations.
- c. Create mechanisms to allow for flexible standards and codes to facilitate affordable housing within the limits of public health and safety in areas deemed appropriate.
- d. The County should partner with non-profits, state and federal agencies, and the Housing Authority of Cochise County to meet the housing needs of very low, low and moderate income special needs groups, including, but not limited to, the elderly, disabled, junior enlisted military personnel, and seasonal workers.
- e. The Housing Authority of Cochise County should create a task force comprised of representatives from Cochise County, all municipalities, and other stakeholders in order to address county-wide concerns and to examine the feasibility of creating and funding a housing trust fund.

Goal

- 3. Cochise County should work with developers and agencies to encourage the development of safe and affordable housing for all segments of the county.

Policy

Creative funding mechanisms could be examined including, but not limited to, a real estate transfer fee, impact fees, and inclusionary zoning with a buyout or in lieu of fee option.

C. Agriculture and Ranching Element

It is important to ensure protection of Cochise County's agricultural lands as agricultural landowners come under financial pressure to subdivide their land. Some of that pressure may be relieved for those landowners if Cochise County permits a range of land use activities which provide supplemental income in agricultural areas.

Accessory agricultural uses that would generate minimal off-site impacts should continue to be permitted by-right. Those uses that would potentially create significant impacts will be required to obtain Special Use approval. Cochise County has rich agricultural resources and agriculture-based economic opportunities including wineries, orchards, community gardens, u-pick farms, nurseries, and farmers markets. By allowing a mixture of agricultural and other uses to occur on the same site, Cochise County would continue to support local agricultural economies and encourage innovative forms of production. The rich heritage of farming and ranching should remain a vital part of the County's future.

Goal

Protect and promote the agricultural economy of Cochise County, its agricultural and ranching lands, and related land uses.

Policies

- a. Residential development proposed in agricultural lands should minimize disruption to existing agriculture by using conservation subdivisions, conservation easements, and renewable energy development.
- b. Continue encouraging development of agricultural processing, both on-site and at industrial scale, to support production of value-added agriculture products in Cochise County.
- c. Support local initiatives for community-based agriculture, such as farmers' markets and community gardens.
- d. Support an increased awareness of the importance of agricultural resources to Cochise County's culture and economy through marketing and education programs.

D. Economic Development Element

Education, creativity, and entrepreneurship are essential and should be encouraged as part of an economy-based land use policy. Supporting small businesses will not only spur diversified income opportunities and ensure economic competitiveness, but will also foster resilience in the face of economic challenges such as natural disasters.

Fort Huachuca provides a major anchor in Cochise County's economy, providing high-quality jobs and supporting Sierra Vista as a regional hub for retail goods and services. Cochise County supports the missions of Fort Huachuca, the men and women who serve on the Post, and the associated civilian workforce.

Tourism is one of the key components of the regional economy. Bed and breakfasts, wineries, art galleries, cultural and historic sites, wildlife, and a variety of outdoor recreation opportunities draw thousands of tourists to Cochise County each year. It is important to preserve the historic and rural landscape, due to its significance for our tourist economy.

With the expansion of the Douglas Port of Entry, a large increase in truck freight along US Highway 191 is expected. This will result in a major opportunity for Cochise County to provide goods and services for a burgeoning international trading hub. The existing Enterprise area along this corridor is pre-positioned for future development in support of international trade and traffic.

Airports and surrounding aviation-related land uses are also potential economic resources. In 2014, the County began the process of updating the airport master plans for both the Bisbee-Douglas International Airport, and the Cochise County Airport in Willcox, to develop these assets to their full economic potential.

Cochise College provides economic development and employment studies for both the County and its cities. In addition to being a major employer, Cochise College provides the local economy with workforce development. The University of Arizona-Sierra Vista provides residents with the opportunity to complete their undergraduate degrees in their own communities. Together, these institutions provide education and job training in areas that directly support sectors of the local economy, including Fort Huachuca.

Goal

1. Support the preservation and expansion of the Cochise County's tourism, technology, agriculture, security, renewable energy, and transportation sectors.

Policies

- a. Continue to support Fort Huachuca, the Ports of Entry, and related businesses as regional economic clusters.

- b. Encourage commercial development that enhances and complements regional tourism.
- c. Continue to communicate with the business community, and be responsive to the changing needs of established and new businesses.
- d. Encourage development in areas with access to existing infrastructure and services.
- e. Protect existing businesses from non-compatible land uses.
- f. Maintain infrastructure to meet existing and future economic development needs.
- g. Support the development of renewable energy projects.

Goal

- 2. Promote and support Cochise College, the University of Arizona-Sierra Vista, and other sources as providers of an educated and capable workforce, and as a source of quality employment.

Policy

Support education and job training for residents in order to develop and enhance skills, particularly those with focus on tourism, technology, security, and renewable energy.

E. Renewable Energy Element

Abundant solar and wind resources, close proximity to existing and proposed regional power distribution infrastructure, and a capable workforce all indicate Cochise County is positioned to build a strong economy with local energy production facilities. A high resolution land use suitability analysis for locating utility-scale solar facilities was conducted by the University of Arizona in 2013 that shows over 770,000-acres of high potential for small scale solar projects of 5-Mega Watts (MW) or less, and over 640,000-acres of high potential for large scale solar projects greater than 5-MW, throughout the county. As a governmental entity, Cochise County directly and indirectly influences energy efficiency in the county through its planning activities.

Goal

1. Support the development of local renewable energy projects and technologies.

Policies

- a. Encourage utility-scale renewable energy projects, using the University of Arizona's Renewable Energy Opportunity Analysis and other resources as a guide for determining the suitability of proposals in any one location.
- b. Encourage renewable energy business development.
- c. Support renewable energy employment training opportunities at local colleges.
- d. Permit flexible site development standards.

Goal

2. Foster a development climate where increased energy efficiency is encouraged.

Policies

- a. Encourage builders to meet high-efficiency energy standards such as LEED (Leadership in Energy and Environmental Design) or WaterSense® for new development.
- b. Encourage the growth of county-wide recycling programs.

F. Federal Government Coordination Element

Approximately 26% of land in Cochise County is administered by federal agencies. Policies for managing these lands significantly impact Cochise County's culture, history, economy, environment, and lifestyles. Therefore, it is extremely important for Cochise County to participate in making these policies, with opportunities for the public to be heard. The National Environmental Policy Act (NEPA), the National Forest Management Act (NFMA) and the Federal Land Policy and Management Act (FLPMA) require federal agencies to allow local governments, including Cochise County, to participate in the developing of land use plans, to cooperate and coordinate with local governments in developing such plans, and to ensure that federal policies are consistent with policies of local governments. Furthermore, Arizona Revised Statutes mandate that "[i]f a county has laws, regulations, plans or policies that are less restrictive than a federal or state regulation, rule, plan or policy, the county shall demand by any lawful means that the federal or state government coordinate with the county before the federal or state government implements, enforces, expands or extends the federal regulation, rule, plan or policy within the county's jurisdictional boundaries."

Goal

1. To ensure that the Federal Government provides Cochise County the opportunity to participate in the development of land use plans, to cooperate and coordinate with Cochise County in developing such plans, and to ensure that federal policies are consistent with local or regional policies.

Policies

- a. Public lands, including the SPRNCA, shall be managed so as to minimize negative impacts on the regional ground water aquifer.
- b. Public access to public lands for recreation should be consistent with multiple use and conservation of a viable conservation area.
- c. Agricultural uses, including grazing, should be permitted on all public lands within limits consistent with multiple use and conservation goals.
- d. Sub-watershed-wide conservation, reuse, recharge and augmentation policies, and projects must be used to resolve both riparian condition issues and the overall balance of water levels in the aquifer.

- e. All water use, including riparian water use, must be carefully managed to help maintain a viable riparian area and protect the economic and social sustainability of Cochise County.

San Pedro Riparian National Conservation Area (SPRNCA)

Goal

1. Coordinate efforts with other organizations and jurisdictions, including the Bureau of Land Management, to protect the SPRNCA, as well as the economic and social well-being of Cochise County residents, by assisting Fort Huachuca in meeting its environmental goals, especially regarding water conservation.

Policies

- a. Cochise County recognizes both the historic and current value of the SPRNCA as a national riparian wildlife habitat, migratory bird corridor, recreational and agricultural resource, and critical habitat for an endangered species.
- b. Fort Huachuca and its dependent and associated organizations both on and off the military reservation form the economic underpinning of communities in the surrounding area and contribute nearly \$3 billion annually to the economy of the State of Arizona. The economic, social, and cultural character of Cochise County would change unacceptably were we to fail to preserve the SPRNCA and thereby protect the Fort from environmental sanctions.

Other Federal Lands

By becoming a participating and/or cooperating agency, Cochise County is guaranteed a “seat at the table” in the preparation of Environmental Assessments (EAs), Environmental Impact Statements (EISs) and other federal land use considerations that have the potential to affect the cultural, historical, recreational, economic and environmental character of Cochise County, and to preserve traditional rural ways of life, including farming, ranching and other agricultural-related activities in the county. In addition, however, Cochise County seeks to require federal agencies to establish plans consistent with County policies by requiring them to coordinate with County government.

Goal

3. To protect the culture, history, economy, environment, and lifestyles of Cochise County residents by requiring ~~working with~~ federal agencies to coordinate land use plans with Cochise County and to establish plans that provide for continued multiple use of public lands consistent with the following policies:

Policies

a. Wilderness Designations

- i. Any consideration of any new wilderness designations of federal lands in Cochise County will be a result of a collaborative process, including federal, state, and county officials.
- ii. The only legal designations of Wilderness Study Areas (WSA) are those designated under section 603 of the Federal Land Policy and Management Act (FLPMA) and the opportunity to create additional wilderness ended in 1991, except as authorized by Congress; any new wilderness designation must be provided for by Congress and created in cooperation and coordination with Cochise County and the State.
- iii. Wilderness designation limits potential land uses significantly to those compatible with the designation. Care should be taken to balance the need for resource protection from such designations with potential economic and other impacts. Diverse stakeholder input is critical and consensus is desirable, if not essential, in seeking such designations. In some instances, the lands in question can be adequately protected through mitigation, minimizing negative impacts and proper reclamation, so that wilderness designation is unnecessary.
- iv. Wilderness management must provide for continued and reasonable access for holders of property rights within the area and provide for full use and enjoyment of these rights.
- v. WSAs released by Congress must be managed based on the principles of multiple use and sustained yield.

b. Other Designations

- i. Special designations, such as Areas of Critical Environmental Concern (ACEC), and critical habitat protect areas by precluding specific intensive uses like motorized travel. In some cases, these designations can restrict uses in ways that impact the area's economy, lifestyles, cultures, and heritage. Care must be used to balance the value of such designations with the potentially undesirable impacts.
- ii. No special designations or management plan should be proposed until it is determined and substantiated by reproducible scientific data, that there is a need for the designation, that protections cannot be provided by well-planned and managed development, and the area in question is unique when compared to other area lands.

iii. Designations must be made in accordance with the spirit and direction of the acts and regulations that created them.

iv. Designations must not be made without the full coordination and cooperation of Cochise County and full public disclosure and must provide for the continued full use and enjoyment of all existing rights.

c. Introduced, Threatened, Endangered and Sensitive Species, Recovery Plans, Experimental Populations and Related Guidelines and Protocols

i. Such designations or reintroductions can have impacts beyond the boundaries and scope that may affect the area's economy, lifestyles, cultures, and heritage, so care should be exercised in both their planning and implementation with stakeholder input.

ii. Such designations or reintroductions should be made only after it is determined and substantiated by reproducible scientific data that there is a need for such action, that protections cannot be provided effectively by other methods and the area in question is unique or a scarce resource when compared with other area lands.

iii. Designation or reintroduction plans, guidelines, and protocols must not be developed or implemented without the full coordination and cooperation of Cochise County and full public disclosure.

iv. Any analysis of such proposed designations or reintroductions must be inclusive and provide written details of all needed actions associated with the proposal to prevent growth beyond the scope and boundaries that were analyzed in the proposal.

v. Recovery plans must provide for indicators to track the effectiveness of the plan and identify at what point recovery is accomplished.

d. Public Access, RS 2477 Roads

i. Access across and to public lands is critical to the use, management, and development of those lands and adjoining private lands.

ii. No roads, trails, rights-of-way, easements, or other traditional access for the transportation of people, products, recreation, energy or livestock may be closed, abandoned, withdrawn, or have a change of use without coordination and cooperation with the County and full public disclosure and analysis.

iii. Roads covered by RS 2477 should remain open and Cochise County will take any action needed to protect these rights. This includes identification, inventory, and participation in any legal process to protect them. Page seventeen

- iv. Access to all water-related facilities such as delivery systems, monitoring facilities, livestock water and handling facilities, should be maintained taking account of restrictions, if any, associated with public lands. Access routes may be adequately maintained by the owner of that route or the holder of access rights. Unreasonable restrictions may result in the loss of use of such facilities and property rights.
- e. Land Exchanges, Acquisitions, and Sales
 - i. The State and Federal Governments hold a sufficient amount of land to protect public interest, so there shall be no net loss of private land base.
 - ii. Any affected district within Cochise County must be compensated for any net loss of private lands with public lands of equal value or compensated for any loss of assessed valuation resulting from these exchanges by the appropriate acquiring agency.
 - iii. A private property owner has a right to dispose of or exchange their property as they see fit within applicable law.
- f. Recreation and Tourism
 - i. Cochise County has outstanding potential for recreation and tourism.
 - ii. Resource development, recreation, and tourism are compatible through proper planning and management.
 - iii. Potential developments should include family-oriented activities and developments that are accessible to the general public and not limited to special interest groups.
 - iv. Cochise County supports cultivating recreational facility development and maintenance partnerships with other entities, agencies, and general special interest groups.
- g. Wildlife
 - i. Properly managed wildlife populations are important to the recreation and tourism economy of Cochise County and to the preservation of the culture and lifestyles of its residents.
 - ii. With proper management and planning, healthy wildlife populations are compatible with other resource development.

- iii. No management actions resulting in increases in wildlife numbers or the introduction of additional species may be made until the availability of forage or habitat has been determined to be sufficient and the impacts on other wildlife species have been assessed and determined not to be detrimental. All steps in the planning process must be done in coordination and cooperation with the County.
- h. Forage Allocation/Livestock Grazing
 - i. The proper management and allocation of forage on public lands is critical to the viability of the Cochise County's agriculture, recreation, and tourism industry.
 - ii. The viability of a large number of agriculture and livestock operations is dependent on access to grazing on public lands.
 - iii. Forage allocated to livestock should not be reduced for allocation to other uses. Current livestock allocation should be maintained and can be increased when resource conditions warrant additional livestock.
 - iv. Livestock management should be considered as a tool in any vegetative fuel management plans.
- i. Off Highway Vehicles (OHVs)
 - i. OHVs have become an important segment of the recreation industry and are an important tool and mode of transportation for farmers, ranchers, and resource development.
 - ii. Public Land Management agencies must implement and maintain an aggressive OHV program to educate users on how to reduce resource impacts. This is to be followed by an aggressive enforcement program.
 - iii. The non-recreational use of OHVs, such as development and livestock operations, should be provided for where essential to operations and appropriate according to existing management plans, unless restricted by law.
 - iv. Federal Travel Management Plans should consider the growing popularity of OHV recreation and provide reasonable and responsible opportunities for OHV uses.

G. Intergovernmental Coordination Element

This Comprehensive Plan, along with the Comprehensive Plan Land Use maps, are the basic land use planning documents of Cochise County. The goals and policies included herein collectively represent that which is determined by this local government to be necessary for the protection and preservation of the community stability, the heritage, the culture, the resources, the economy and the health and welfare of this area and its people. As required by applicable law, the actions of other governmental agencies which may impact upon the people, land, and resources within Cochise County must be carried out in a manner consistent with and implemented in coordination with the goals and policies expressed in this Comprehensive Plan.

Page nineteen

H. Adequate Facilities and Services Element

The purpose of this Element is to ensure that new development is served by adequate services and infrastructure.

Goal

Facilities for sewage disposal, water service, fire protection, streets, and utilities should be commensurate with the growth area classification and the intensity of proposed development. New development should not be permitted to degrade the quality of those facilities for existing users or place an unreasonable financial burden upon those users or the public.

Policies

- a. Subdivision developers should be required to construct street improvements or post security for deferred construction of street improvements before lots can be conveyed to the public.
- b. Developers should be encouraged to place construction of utilities beneath the surface of the public right-of-way or dedicated easement and make provisions other than alleys for garbage pick-up.
- c. Permissibility of individual septic systems will depend upon applicable health codes. However, availability of a sanitary sewer system or a State-approved waste disposal system alternative should be a guiding factor in the consideration of high-density development, especially within Category A (Urban Growth) areas.
- d. No Category A (Urban Growth) area should be formed unless said area is within an organized fire district.
- e. Development within flood hazard zones shall be subject to the Cochise County Floodplain Regulations, and shall be further controlled through site plan requirements.
- f. Where the need for such improvements is reasonably related to the use a developer proposes to establish, conditions of site plan approval should include on-site or off-site street improvements, acceptable State-approved waste disposal systems, and water systems.

I. Rural Character Element

The Envisioning 2020 process consistently revealed that rural character is an important community asset worthy of protection. Participants in Envisioning 2020 mentioned farming and ranching economies, scenic vistas, ecotourism activities, dark night skies, unimproved roads, and large lots as measures of rural character.

The Rural Character Element seeks to preserve and enhance the rural nature of Cochise County, protect the character, landscape, and development patterns that many Cochise County residents embrace. Although a number of unique crossroad communities with diverse attitudes and interests exist in the county, the scenic rural landscape represents a commonly shared value. This Element works in harmony with other Plan Elements to provide additional guidance about the types and patterns of development appropriate in our rural areas.

Maintaining Cochise County's rural character is fundamental to residents whose lifestyles and economic activities depend on it. It is also important to larger incorporated communities which benefit by close proximity to the scenic vistas and recreation opportunities of the County's rural lands.

Goal

1. Provide for a continuation of traditional rural ways of life, such as farming, ranching, and other agricultural-related activities, and provide for diverse and viable economic and development opportunities that are consistent with the character of Cochise County's rural areas.

Policies

- a. With property rights considered, protect rural character from the intrusion of urban uses and recognize that resources, such as agricultural lands, open space, and scenic view sheds, provide economic, social, and environmental benefits.

~~c. Future commercial uses shall be located in existing communities and population centers.~~

~~d. Wireless Communication Towers shall be sited in a manner that is in harmony with neighborhood character, scenic resources, wildlife and their habitat, and the surrounding environment.~~ Page 21

~~e. Encourage installation of utilities in a manner compatible with the community character, scenic resources, and ecological conditions.~~

~~f. The County will work with landowners and agencies to protect open lands for the purposes of preserving scenic viewsheds, preventing the fragmentation of open lands, preserving~~

~~important wildlife habitat, protecting watersheds, providing buffers between developed areas, and protecting environmentally sensitive lands.~~

~~h.~~ c. Maintain and enhance a reasonable and diverse overall level of rural development that balances the need for rural growth against impacts on rural character. Leave as is

d. Encourage conservation design practices and other land use strategies, such as conservation subdivisions and cluster development for new residential and commercial projects.

e. Encourage protection of Cochise County's scenic resources and recognize these resources are a vital part of the county rural character by discouraging development which has the potential to seriously compromise viewshed integrity. f. Recognize the importance of rural, native-surfaced roads for the purpose of protecting rural character and ensure that these roads help to maintain this character when considering new road improvement standards.

g. Support the establishment of voluntary County transfer of development rights (TDR) programs with landowners who adopt conservation easements to preserve habitat.

h. Develop a recognition program ~~for~~ to encourage habitat protection and enhancement, to recognize efforts by individuals, communities, and developers.

Goal

2. Preserve the dark night skies of Cochise County, to the greatest extent possible.

Policies

a. Discourage new billboards in order to preserve dark skies and scenic vistas.

b. Encourage lighting practices and systems that will minimize the adverse man-made light pollution effects of sky-glow, glare, and light trespass

c. Encourage the use of low pressure sodium lights or other low intensity lights in commercial developments

d. Encourage pedestrian-scaled and shielded lighting.

e. Encourage new technologies such as timers, dimmers and motion sensors, and other methods to limit unnecessary lighting during the nighttime hours.

f. Discourage lighting that is misdirected, excessive, or unnecessary.

J. Transportation Element

Transportation infrastructure is the means by which people and goods move throughout the county, and is tied to the way land uses create a sense of place. Providing rural residents safe and efficient routes and the level of infrastructure and services that will afford opportunities for economic growth, while at the same time protecting rural lifestyles may be Cochise County's biggest transportation-related challenge. Rural businesses struggle to estimate the level of traffic that will ultimately be generated and it may be difficult for them to immediately fund necessary roadway improvements. Concerns that roadway improvements could promote undesired growth must be balanced with concerns that development could occur without needed infrastructure improvements. Other issues include long distances, low residential densities, dependence on the state highway system, and the seasonal impacts of flooding, dust, and tourist travel. Developing and maintaining adequate rural native surfaced roads, with minimal drainage features, helps to keep local ranches, agricultural areas, and rural residents connected to the larger transportation network while also facilitating storm water recharge.

Providing multi-modal opportunities for travel are also important to provide adequate travel options for those either physically or financially unable to rely upon a personal vehicle as their primary means of transportation. Leave language as written.

Goal

Provide a safe, appropriate, well-maintained, cost-effective and energy efficient transportation network for the use and enjoyment of county residents and businesses, including residents who are transit-dependent or mobility-impaired or those who prefer non-motorized modes.

Policies

- a. Roadways should be classified using the federal functional classification system. Function and design should be guided by the Cochise County Road Construction Standards and Specifications for Public Improvements. However, some flexibility in construction and design standards may be considered on a case-by-case basis in the interest of providing alternatives, conserving resources, and safety.
- b. Coordinate land use and circulation planning activities to encourage comprehensive and efficient land development patterns that support adjacent land uses, complement the character of communities and adjacent neighborhoods, and minimize impacts to the natural environment.
- c. Circulation systems and patterns should be designed to integrate land use development with adequate, multi-modal transportation infrastructure using existing roads where possible.

d. The interconnecting public street network should be based upon existing streets, topographic conditions, drainage, and surrounding land uses.

- e. Signs should be regulated to permit legibility and effectiveness but to prevent over-concentration and improper placement. Much more restrictive standards should be applied to signs in residential zonings districts; non-accessory billboards shall be severely restricted.
- f. New major development should, where applicable, develop and maintain a safe, integrated, efficient, multi-modal transportation system that meets the needs of the development.
- g. The County should work to ensure quality access management in new developments by encouraging street connections with adjacent developments when considering subdivisions, master development plans, street improvement proposals, and other developments. The use of cul-de-sacs, dead-end streets, and other design features that reduce circulation options should be minimized.
- h. Commercial development consisting of a shallow tier of unrelated commercial developments lining a major thoroughfare should be discouraged.
- i. The County should allow start-up businesses, especially those serving rural areas, to defer or phase significant on-site or off-site improvements.
- j. The County should collaborate with other jurisdictions and organizations to develop a multi-use trails network throughout the County in order to promote tourism, protect the environment, maintain rural character, and enhance quality of life.
- k. The County should support alternative surfacing methods that mitigate the impacts of surface water runoff and conserve water by facilitating aquifer recharge.
- l. Development along a street should be at a location and in a manner consistent with preservation of the function of the street:
 - i. Commercial development should be discouraged from accessing directly onto streets that primarily serve residential areas.
 - ii. Adequate street capacity shall be assured for full build-out of areas served by arterials and collectors.
 - iii. If a street is identified as a major thoroughfare on a transportation plan, master development plan or community plan or by approval of the Board of Supervisors, direct access should be limited.
 - iv. Single-household dwellings, where possible, should not have direct access onto arterial and collector streets.
 - v. Local subdivision streets should be designed and constructed so that connectivity is preserved.
 - vi. Public alleys should be discouraged.

GOAL

2. Support air travel opportunities while minimizing the impacts on human and natural communities.

Policy

a. As airport facilities are proposed, including heliports and private airstrips, compatibility with local land use patterns should be considered and adverse impact from aircraft noise minimized.

GOAL

3. Improve non-motorized circulation networks and provide greater opportunity for alternative modes of travel.

Policies

a. The County encourages development projects to provide infrastructure for non-motorized travel, and when appropriate for new developments along major roadways. The County encourages the installation of trails and bicycle lanes.

b. In coordination with ADOT, the Forest Service, and land managers and owners, the County promotes the connection of existing neighborhoods and communities (at both a local and regional scale) with trails, non-motorized, and multimodal facilities.

c. Multimodal and non-motorized travel facilities should be designed to complement and enhance local community character and provide opportunities for interaction among residents.

d. Where pedestrian and bicycle routes exist on adjacent properties, major developments, including subdivisions, will be encouraged to maintain connections and continue the cohesive development of the non-motorized circulation network.

K. Water Conservation and Resources Element

This Element establishes Goals and Policies that encourage the County and residents to conserve existing resources, develop alternative sources of collecting and distributing water, and reuse water whenever possible. Arizona Revised Statutes requires counties to specifically plan for development as it relates to available water resources.

Goal

Sustain an adequate, safe water supply through water conservation measures, incentive programs, education, conservation and enhancement of natural recharge areas, and cooperative, multi-jurisdictional planning.

Policies

- a. The County will use current water resource inventories of available surface water, groundwater, and effluent supplies to evaluate the potential impacts to local water supplies from master development plans, subdivisions, rezonings, special uses, major amendments to this plan, and other major developments.
- b. The County will encourage effective water conservation Best Management Practices (BMPs) such as water harvesting features, storm water recharge, treated wastewater and gray water for non-potable use in new development throughout Cochise County, and in County facilities.

- c. All subdivisions and non-residential, multi-family residential and manufactured home park developments of one-acre or larger should indicate the design features that will be incorporated into the development to:
- d. Minimize overall water use through water conservation measures such as native, drought-tolerant landscaping, low-flow fixtures, re-use, water harvesting, deed restrictions, and other water conservation methods.
- e. Use Best Management Practices (BMPs) to minimize accelerated run-off generated by impervious surfaces or construction activities.
- f. Conserve and enhance aquifer recharge through methods such as the use of detention basins, protection of open space, and minimizing disturbance of soils.
- g. Working with water conservation resource groups, Cochise County will support methods for individual homeowners and businesses to decrease water use through incentives, education, various zoning mechanisms, and encouraging native, drought-tolerant landscaping in development throughout the county.
- h. Promote a stewardship ethic by continuing outreach and education programs that inform residents about sustainable water use.
- i. In order to minimize or mitigate water usage, high water uses, such as golf courses and water parks, will be considered only on a discretionary basis.
- j. Cochise County should develop additional water conservation and management policies to be applied to all new development on a sub-watershed by sub-watershed basis.

Goal

- 2. Protect hydrologically sensitive and unique areas such as the San Pedro River and Sierra Vista Sub-watershed, by adopting a regional, watershed-based approach to water resource management.

Policies

- a. Work with agencies, organizations, and local watershed groups throughout Cochise County, ~~as necessary~~, to address regional water resource issues as they relate to growth and protection of natural resources.

b. Cochise County may implement joint development plans for individual basins or watersheds through intergovernmental agreements and a joint planning effort with incorporated cities that choose to participate, per Arizona Revised Statutes. The joint development plans may address water issues that include existing and proposed mechanisms for conserving water, infrastructure, vested property rights, incentive programs, implementation schedules, and other issues as they relate to development.

c. Overlay zoning districts may be used by Cochise County as a tool to implement such additional water conservation and management policies, through the enforcement of applicable provisions of adopted building codes and specific site development standards for all residential and non-residential development, where appropriate.

Article 2

201 — Growth Areas, Plan Designations

A. Area Categories

The entire area of Cochise County, with the exception of incorporated cities, shall be divided into four-categories, based on each area's existing or foreseeable infrastructure, character and capacity for growth:

1. Category A—Urban Growth Areas: This category includes those areas adjacent to or surrounded by incorporated cities, and having the necessary facilities and services to support it. These areas are largely built out or established but may have pockets of vacant land. Category A Urban Growth Areas include the areas presently identified as "Category A" and any additional areas that have been determined to meet the following criteria:

- a. The area has established or planned residential and/or non-residential development, and has the potential to be annexed by an abutting incorporated city.
- b. The area can be adequately served by a community sewer system, water system, and fire district.
- c. Average residential lot sizes are less than one-acre in size.
- d. The area provides major regional commercial and other non-residential services.
- e. Street improvements and urban site development standards (e.g. limitations on residential outdoor storage and requirements for asphaltic parking areas) are appropriate.
- f. The area has the potential for or is currently served by adequate drainage, transportation and K-12 school systems, as well as organized recreational facilities that can serve high-density development.

2. Category B—Community Growth Areas: This category includes those areas adjacent to Category A Urban Growth Areas as well as the larger unincorporated communities of the County, which are experiencing growth. These are areas in transition from a traditional rural environment to something more urbanized. Category B Community Growth Areas include the areas presently identified as "Category B" and any additional areas that have been determined to meet the following criteria:

- a. The area to be designated has a moderate level of residential and/or non-residential growth.
- b. The area serves as a logical transition between urban growth and rural areas and/or has a distinctive community identity.

- c. The area has adequate water, access, drainage and sewage disposal capability to accommodate medium to high density development.
- d. In general, residential lot sizes are one acre or less in size but may transition to larger lot sizes at the fringes of the area. Smaller lot sizes have access to sewer and/or water and are commonly found in established subdivisions and manufactured/mobile home parks or historic town sites.
- e. Improved streets designated as arterial or collectors can support limited non-residential development.
- f. There is substantial potential for further development along with opportunities to preserve undeveloped recreational resources, i.e. open space and washes.

3. Category C—Rural Community Areas: This category includes less populated rural communities that are characterized by a slow rate of growth and the desire to maintain the existing neighborhood or rural atmosphere. These areas are generally found as small clusters of residential and non-residential development adjacent to agricultural production areas. Non-residential enterprises generally serve or coincide with local agricultural, ranching or tourist activities. Category C areas are often populated enough to warrant or provide a K-8 grade school. Their rural, low density, and often scenic qualities have the potential to attract future residents at a growth rate that may warrant consideration of a plan change to Category B. Category C Rural Community Areas include those areas presently identified as "Category C" and additional areas that have been determined to meet the following criteria:

- a. Residential and non-residential development is clustered in settlements on a variety of lot sizes as typified in established town sites and immediate environs.
- b. Other than arterials and collectors, roads are generally unimproved. However, increases in residential and non-residential development will likely warrant improvements, such as paving, in the future.
- c. Farming and ranching are prevalent activities adjacent to these areas.
- d. Non-residential enterprises generally serve the rural/agricultural community as well as visitors passing through if located on a major arterial road.

4. Category D—Rural Areas: This category includes the outlying rural areas between cities and unincorporated communities and characterized by a low rate of growth; unimproved roads; low density, large lot rural residential development; agricultural production; and large tracts of undeveloped private and public lands. Non-residential development is geared toward providing local services, tourism or intensive uses that are not appropriate in more the densely populated parts of the county, such as power plants and feedlots.

These sparsely populated rural lands also have the potential for future master-planned communities that will provide the infrastructure to support any proposed increases in residential density or non-residential activities. Category D Rural Areas include those areas presently identified as "Category D" and all areas that do not meet the criteria for inclusion in either Category A, B or C.

B. Plan Designations

Within the four Growth Categories, there are seven potential plan designations. These designations more specifically identify the existing character of smaller areas within each Growth Area. Plan Designations may be established, in addition to those that presently exist, based upon the following criteria:

1. Neighborhood Conservation (NC): A "Neighborhood Conservation" (NC) plan designation identifies an area as having an established character which is primarily residential, and which needs special rezoning protections to maintain the character of land use that occurs, in general, on lot sizes of one acre or less. The NC plan designation may occur within a Growth Category A, B or C Area, and shall be established according to the following criteria:

- a. The area to be designated is a developed residential neighborhood that warrants protection from non-residential uses; or
- b. The area is an approved subdivision for which all the improvements are in place and constructed to minimum County standards.

2. Enterprise (ENT): An "Enterprise" (ENT) plan designation identifies an area as having an established pattern of commercial and/or industrial land use; any future development should follow that trend. The ENT plan designation may occur in Category A, B, or C Growth Area Categories, and shall be established according to the following criteria:

- a. The area consists of existing or proposed commercial or industrial enterprises.
- b. Enterprise development has reached the level whereby additional residential growth within the area to be designated is undesirable to the parties in interest.
- c. The area to be designated contains or can provide sufficient dedicated public access, improved to County standards, to carry traffic, which will be generated by and to such area.
- d. The infrastructure can accommodate enterprise uses.

3. Developing (DEV): The "Developing" (DEV) plan designation is used to describe areas experiencing non-rural growth rates that are developed with scattered, mixed residential, business or industrial and agriculture-related uses and that ultimately will accommodate future growth as the more populated areas reach build-out. Since these areas are assumed to be in transition, the Planning Department will periodically re-evaluate these areas to determine if the rate of new development warrants a new designation or growth area that is either more or less intense. The Developing designation may occur in Growth Category A, B, and C Areas that do not meet the criteria of the other designations.

4. Neighborhood Rehabilitation (NR): The "Neighborhood Rehabilitation" (NR) plan designation is assigned to deteriorating residential neighborhoods which show potential need for revitalization as residential neighborhoods. Such areas may be designated for improvement projects when the necessary funding is available. An NR plan designation may occur within a Growth Category A, B, or C Area, and shall be established according to the following criteria:

- a. The area is a residential neighborhood with a high number of dilapidated, or unsafe dwellings.
- b. The infrastructure of the area is unable to provide for adequate public health, safety, welfare, and general convenience.
- c. There is some existing private and/or municipal interest in improving the area.
- d. Some flexibility in site development and building code standards may be appropriate to facilitate investment.

5. Enterprise Redevelopment (ER): An "Enterprise Redevelopment" (ER) plan designation is assigned to an existing developed area undergoing change which may be designated for improvement as a commercial/industrial area. An ER plan designation may occur within a Growth Category A, B, or C Area, and shall be established according to the following criteria:

- a. The area is:
 - i. Composed of dilapidated or unsafe enterprise uses; and/or
 - ii. Has a large number of incompatible neighborhood and enterprise uses that are dilapidated or unsafe.

- iii. The infrastructure of the area is unable to provide for adequate public health, safety, welfare and general convenience.
- iv. There is some existing private and/or municipal interest in improving the area.
- v. Some flexibility in site development and building code standards may be appropriate to facilitate investment.

6. Rural Residential (RR): The “Rural Residential” (RR) plan designation is used to describe areas in Category D (Rural) areas with a definite pattern of residential development on larger lots, two acres or larger in size. Due to the well-established residential character of these areas, rezonings or special uses to allow for more intensive developments that do not directly serve the residents of these areas are not generally appropriate. Less intensive businesses that serve area residents may be appropriate.

7. Rural: Areas designated as “Rural” are identified as those remaining lands in Category D Rural Areas that are not designated Rural Residential. They are identified by one or more of the following characteristics: sparsely populated; larger lot sizes, agricultural production or grazing, possible availability of sites large enough for intensive industrial uses that cannot be accommodated in other growth areas, large expanses of private and public lands, and/or have developed and undeveloped recreational resources.

C. Area Plans

The Comprehensive Plan allows for the establishment of Area Plans that articulate the vision and desires of a given community with regard to land use. These are considered community-specific sub-sets of the overall Comprehensive Plan. Approval by the Board of Supervisors of an Area Plan constitutes an amendment to the Comprehensive Plan, and proceeds according to the procedures described herein (See Article 3). To date, the following Area Plans have been adopted by the County Board of Supervisors:

1. Babocomari Area Plan
2. Elfrida Community Plan
3. Mid-Sulphur Springs Valley Area Plan
4. Naco Community Plan
5. Saint David Area Plan
6. Sierra Vista Sub-Watershed Policy Plan
7. Southern San Pedro Valley Area Plan
8. Tres Alamos Community Plan

Area Plans are primarily vision or policy statements accompanying a map, and may include unique Plan Designations, and architectural and landscape design standards found within the Plan area. When applicable, Plan Designations that are specific to a given Area Plan may be found on the adopted map accompanying that Plan.

D. Master Development Plans

A master development plan is an adopted component of the Cochise County Comprehensive Plan, initiated by a developer, that provides a detailed plan for the coordinated development of a specific private property. Master development plans may result in changes to the boundaries of a Growth Area, Plan Designations, or, similar to Area Plans, the establishment of plan-specific designations and development standards. Approval by the Board of Supervisors of a master development plan amends this Comprehensive Plan.

E. Other Plan Areas

There may be established other plan areas, including community plans, area plans, neighborhood plans, specific plans and master development plans, which may either replace existing plan designations identified in this Section, or which may have policies, elements, or standards which modify, replace or supersede those in otherwise applicable growth areas or plan designations. Such plan areas may be adopted in whole or in part, and may contain elements such as: a land use element, circulation element, transportation element, housing element, conservation, rehabilitation or redevelopment element, recreation element, safety element, public services and facilities element, bicycling element, economic development element among others as well as policies and procedures applicable thereto.

202 - Comprehensive Plan Land Use Element Plan Map

A. Adoption of Map

The Cochise County Comprehensive Plan Use Element Map is hereby adopted by reference and declared to be a part of this Resolution.

B. Boundary Determination

Where uncertainty exists as to the boundaries of plan designations on the official land use plan map, the following rules shall apply:

1. Boundaries indicated as approximately following the centerlines of streets, highways, or alleys shall be construed as following the centerlines.
2. Boundaries indicated as approximately following city limits shall be construed as following city limits.
3. Boundaries indicated as approximately following platted lot lines shall be construed as following such lot lines.
4. Boundaries indicated as following railroad lines shall be construed to be midway between the main tracks.
5. Boundaries indicated as approximately following the centerlines of streams, rivers, lakes or other bodies of water shall be construed to follow such centerlines.
6. Boundaries indicated as parallel to or extensions of features indicated in subsections (1) through (5) above shall be so construed.
7. Distances not specifically indicated on the land use plan maps shall be determined by the scale of the map.
8. Where physical or cultural features existing on the ground are at variance with those shown on the plan map; or in other circumstances not covered by subsections (1) through (7) above, the Board of Adjustment shall interpret the designation boundaries.

C. Amendments and Corrections

Whenever amendments or changes are made in plan area boundaries, such amendments or changes shall be made promptly on the official plan. The Planning Director may order correction to drafting or other errors or omissions in the official plan map, but no such corrections shall have the effect of amending the Growth Area Category or Plan Designation of any property. No other changes shall be made in the official plan map except in conformance with the procedure set forth herein.

1. Whenever amendments or changes are made in plan area boundaries, such amendments or changes shall be made promptly on the official plan.
2. The Planning Director may order correction to drafting or other errors or omissions in the official plan map, but no such corrections shall have the effect of amending the Growth Area Category or Plan Designation of any property. No other changes shall be made in the official plan map except in conformance with the procedure set forth herein.
3. In the event that the official plan map becomes damaged, destroyed, lost, or difficult to interpret because of the nature or number of changes and amendments thereto, the Board of Supervisors may, by resolution, adopt a new official plan map, which shall supersede the prior plan map.
4. Per Arizona Revised Statutes, the Planning and Zoning Commission will review the entire Comprehensive Plan every ten years or more frequently as needed.

Article 3

301—Administration

The Cochise County Planning and Zoning Commission, the Board of Supervisors, and any other County department, commission, official, or employee acting in an advisory capacity to the Board of Supervisors shall consult, consider, and generally be guided by the Comprehensive Plan stated herein. The Cochise County Zoning Regulations, Subdivision Regulations, building code, and other ordinances affecting growth and land use in Cochise County shall be constructed to implement the policies and elements of the Comprehensive Plan.

302—Comprehensive Plan Amendments

The Cochise County Comprehensive Plan may be amended from time to time. The Comprehensive Plan Growth Area Categories and Designations are designed to provide a measure of protection to the existing character of an area. An amendment must be justified by citing specific examples of existing or future growth patterns that do not support continuing the pattern that is implied by the existing Area Category or Designation. Otherwise, the presumption is in favor of retaining the existing Area Category or Designation.

Plan Amendments raise regional issues about the future character of an area. Once established, a precedent is set to request additional plan changes in proximity to the original request thus significantly changing the pattern of growth and drawing development away from established communities. Due to these larger issues, a small acreage plan amendment may not be supported unless a master development plan is submitted.

A. Amending Growth Area Categories and Plan Designations

1. Consideration of a change in Growth Area or Plan Designation should depend upon an evaluation of the following criteria:

- a. The extension of urban standard facilities and services (including major road improvements and extensions of waste disposal systems and water service) into the area has changed the optimum intensity of development appropriate for the area.
- b. Nearby growth areas have reached capacity and there is continued demand for new growth areas.
- c. A master development plan is proposed.
- d. The new Growth Area Category is an extension of an existing Growth Area Category or otherwise is not limited to a single parcel but is large enough to be expected to develop with the range of services and land uses expected in the Growth Area Category proposed.

2. Consideration of a change in a Plan Designation shall depend upon an evaluation of the following criteria:

- a. The pattern of growth in the area no longer reflects the type of growth expected in the current designation.
- b. Substantial changes in an area, for example a designated neighborhood conservation area, may make continuation of the conforming development within the plan designation undesirable. Such changes may include the deterioration of surrounding development, a change in character in the area due to capital improvements, non-conforming development by exempt entities, or approval of special uses or rezonings.
- c. The extensions of urban standard facilities and services (including major road improvements and extension of waste disposal systems and water service) into the area have changed the optimum type of development appropriate for the area.
- d. There is substantial support from property owners for the proposed change.
- e. 'Developing' designations should be changed to another appropriate designation as a distinguishable pattern of development has occurred.
- f. New designations should be of a size, type or design to provide a harmonious transition between existing designations.

B. Plan Amendments, Definition of Major Amendment

- 1. The Commission, either upon the application of interested persons or upon its own motion, may initiate Plan Designation or Growth Category Area amendments, or the adoption of new elements of the Plan, Area Plans, or master development plans.
- 2. An amendment shall be considered a "major amendment," per Arizona Revised Statutes, if it would result in a substantial alteration of the County's land use mixture or balance as established in the existing Comprehensive Plan land use element for that area of the County.
- 3. A "substantial alteration" is defined as an amendment of the Comprehensive Plan that would result in an increase in the potential densities or intensities of uses for an area of two thousand (2000) acres or more.

C. Time Frame for Acceptance of Major Amendments

- 1. Applications for major amendments shall be accepted from January 1 to the last business day in May.
- 2. The Board of Supervisors hearing shall be the first available meeting in December.

303—Public Participation Requirements

The applicant shall complete the public participation process as described herein, before any amendment is presented to the Board of Supervisors for final adoption.

A. Purpose

The Cochise County public participation process is intended to:

1. Allow for effective, early and continuous public participation by citizens from all geographic, ethnic and economic areas of the county in the consideration of amendments;
2. Provide sufficient information to the public to give each citizen the opportunity to develop an informed response;
3. Provide opportunities for other interested governments, agencies and community groups to consult with, advise and provide official comment on Comprehensive Plan updates and amendments; and
4. Comply with ARS (CDO) 11806 requirements.

B. Public Participation Requirements for Comprehensive Plan Amendments

The requirements described below are the minimum County requirements for public notification.

1. Pre-application meeting with County Planners:

Prior to submitting a formal plan amendment application, an applicant shall participate in a pre-application meeting with planning staff. This meeting has a four-fold purpose:

- a. Review the public participation requirements;
- b. Review the application requirements;
- c. Familiarize staff with the project and identify and discuss any issues related to the amendment: and
- d. Determine if the plan amendment boundaries represent a logical plan amendment area.

2. A formal plan amendment application consists of:

The plan amendment application and all supporting documentation, and a report documenting the public participation process, including:

- a. Copies of notices;
- b. Copies of all information provided to the public
- c. Letters, advertisements, posters, flyers;

- d. Sign up sheets from all public meetings if any;
- e. Any responses received from the public during this process; and
- f. A description of how the applicant responded to this feedback.

C. Notification Requirements for Major Comprehensive Plan Amendments

1. The applicant shall send notices of the proposed amendment to, and if requested, meet with the following individuals and organizations. The notices shall contain a copy of the plan amendment application and all supporting documentation as submitted to the Planning Department so that the notified parties can effectively evaluate the impacts of the project:

- a. Each municipality in the County.
- b. Each other county that is contiguous to the County.
- c. The regional planning agency in the County (Southeastern Arizona Government Organization (SEAGO)).
- d. The Arizona commerce authority or any other state agency that is subsequently designated as the general planning agency for this state.
- e. The department of water resources for review and comment on the water resources element, if a water resources element is required.
- f. If the comprehensive plan or an element or amendment of the comprehensive plan is applicable to territory in the vicinity of a military airport or ancillary military facility as defined in §28-8461
- g. If the comprehensive plan or an element or major amendment of the comprehensive plan is applicable to property in the high noise or accident potential zone of a military airport or ancillary military facility as defined in §28-8461, the attorney general. For the purposes of this paragraph, "major amendment" means a substantial alteration of the county's land use mixture or balance as established in the county's existing comprehensive plan land use element for that area of the county.
- h. Any person or entity that requests in writing to receive a review copy of the proposal.

2. The applicant shall place an 1/8th of a page display advertisement in the official County paper and at least one other subscription paper published in each geographical quarter of Cochise County, such that citizens of all geographic, ethnic, and economic areas of Cochise County are notified of the amendment. This advertisement shall include a description and location of the project and how verbal and written comments can be submitted. If public meeting (s) are scheduled, the time, date, and location of the meeting (s) shall be included.

D. Notification Requirements for Comprehensive Plan Amendments Not Defined as Major Amendments

1. The applicant shall notify and, if requested, meet with all adjacent and potentially impacted property owners. These property owners shall be defined to include:
 - a. All of those who own property located within the area subject to the amendment.
 - b. In Category D Rural Areas, all of those property owners who own property outside of the area subject to the application, but within 1500 feet from the boundaries of the subject property.
 - c. In Category A, B, or C Growth areas, all of those property owners who own property outside of the area subject to the application, but within 1000 feet from the boundaries of the subject property.
2. This notification shall include a description and location of the project and how verbal and written comments can be submitted. If public meeting(s) are scheduled, the time, date, and location of the meeting(s) shall be included.

E. Formal Notification for Major Amendments

1. Pursuant to ARS §11-805.F and 805.G., at least sixty days before a new element or major amendment of the Comprehensive Plan is noticed for a public hearing, the Commission shall transmit the proposal to the board of supervisors and submit a copy for review and further comment to:
 - a. All municipalities in the County.
 - b. Each other county that is contiguous to the County.
 - c. The regional planning agency in the County (Southeastern Arizona Government Organization (SEAGO)).
 - d. The department of commerce or any other state agency that is subsequently designated as the general planning agency for this state.
 - e. The department of water resources for review and comment on the water resources element, if a water resources element is required.
 - f. The military airport if the comprehensive plan or a portion, element or amendment of the comprehensive plan is applicable to territory in the vicinity of a military airport as defined in section ARS §28-8461.
 - g. Any person or entity that requests in writing to receive a review copy of the proposal.

2. After considering any recommendations from the review, the Commission shall hold at least one public hearing. Notice of the time and place of a hearing and availability of studies and summaries related to the hearing shall be given at least fifteen and not more than thirty calendar days before the hearing by:

- a. Publication at least once in a newspaper of general circulation in the county seat.
- b. Publication at least once in a newspaper of general circulation in the area to be affected, or adjacent to the area to be affected, if the area affected is other than the county seat.
- c. Such other manner in addition to publication as Cochise County may deem necessary or desirable.

3. After the Commission recommends the Comprehensive Plan or any section of the Plan, the Plan shall be submitted to the Board of Supervisors for its consideration and official action. Before the adoption, amendment, or extension of the Comprehensive Plan, the Board shall hold at least one public hearing on the Plan. After the Board considers the Commission's recommendation and any recommendations from the review required under this Article, the Board shall hold at least one public hearing at which residents of the county shall be heard concerning the matters contained in the Plan. At least fifteen days' notice of the hearing shall be given by one publication in a newspaper of general circulation in the county seat. The Board shall consider protests and objections to the plan and may change or alter any portion of the Comprehensive Plan. However, before any change is made, that portion of the Comprehensive Plan proposed to be changed shall be re-referred to the Commission for its recommendation, which may be accepted or rejected by the Board. The Board of Supervisors may adopt the Comprehensive Plan as a whole or by successive actions adopt separate parts of the Comprehensive Plan. The adoption or re-adoption of the Comprehensive Plan or any amendment to the Comprehensive Plan shall be by resolution of the Board. The adoption or re-adoption of, or a major amendment to, the Comprehensive Plan shall be approved by the affirmative vote of at least two-thirds of the members of the Board. All major amendments proposed for adoption to the Comprehensive Plan by the Board shall be presented at a single public hearing during the calendar year the proposal is made.

Article 4—VALIDITY

401—Severability

If any provisions of the Cochise County Comprehensive Plan be held invalid, such invalidity shall not affect other provisions which can be given effect with the invalid provision, and to this end the provisions of the Cochise County Comprehensive Plan are declared to be severable.

402—Conflicting Provisions Repealed

All other ordinances, regulations, resolutions and parts thereof which conflict with the provisions of the Cochise County Comprehensive Plan, to the extent of such conflict and not further, are hereby repealed.

403—Effective Date

The Cochise County Comprehensive Plan shall become effective beginning on the 27th day of August, 1984 and remaining in full force thereafter.

APPROVED AND ADOPTED BY THE COCHISE COUNTY BOARD OF SUPERVISORS THIS 27th DAY OF AUGUST, 1984.

AMENDED AND ADOPTED BY THE COCHISE COUNTY BOARD OF SUPERVISORS THIS 14th DAY OF DECEMBER, 1992, ORDINANCE NO. 006-92

AMENDED AND ADOPTED BY THE COCHISE COUNTY BOARD OF SUPERVISORS THIS 1st DAY OF APRIL, 1996, RESOLUTION NO. 96-34

AMENDED AND ADOPTED BY THE COCHISE COUNTY BOARD OF SUPERVISORS THIS 27th DAY OF NOVEMBER, 2001, RESOLUTION NO. 01-72

AMENDED AND ADOPTED BY THE COCHISE COUNTY BOARD OF SUPERVISORS THIS 9th DATE OF SEPTEMBER, 2002, RESOLUTION NO. 02-79.

AMENDED AND ADOPTED BY THE COCHISE COUNTY BOARD OF SUPERVISORS THIS DATE OF DECEMBER 16, 2003, RESOLUTION NO 03-.

AMENDED AND ADOPTED BY THE COCHISE COUNTY BOARD OF SUPERVISORS THIS 26TH DATE OF JULY, 2011, RESOLUTION NO. 11-34

AMENDED AND ADOPTED BY THE COCHISE COUNTY BOARD OF SUPERVISORS THIS ____ DATE OF _____, 2014, RESOLUTION NO. _____



COCHISE COUNTY

COMMUNITY DEVELOPMENT

"Public Programs...Personal Service"

MEMORANDUM

TO: Board of Supervisors
THROUGH: James Vlahovich, County Administrator
FROM: Beverly J. Wilson, Planning Director
SUBJECT: Docket CP-15-01 (Readoption of Comprehensive Plan)
DATE: May 14, 2015 for the May 19, 2015 Meeting

I. BACK GROUND:

Beginning in September of 2012 and continuing throughout 2013 and 2014, staff worked to update the Comprehensive Plan for Cochise County. The existing Comprehensive Plan was last updated and readopted in 2003. Amendments have been added to the Plan since 2003, however State statutes require that Counties re-adopt their Comprehensive Plans every ten years. In 2009, due to the depressed economy, the Legislature extended this deadline to July 1, 2015.

The Planning and Zoning Commission held four work sessions to discuss, analyze, and recommend changes to the revised Comprehensive Plan. On January 14, 2015, the Commission unanimously voted to send the final version of the Comprehensive Plan to the Board of Supervisors for their consideration and final approval.

Staff presented the Comprehensive Plan to the Board of Supervisors on March 24, 2015. At that public hearing, the Board adopted the majority of the Comprehensive Plan. However, several changes were agreed upon, and the Board has returned these changes to the Commission for their review and recommendation.

The Planning and Zoning Commission reviewed the proposed changes at their May 13, 2015 meeting, and unanimously agreed to the following motion: "Move to send the package back to them, and we stand by our original recommendations."

II. SPECIFIC CHANGES

Specific changes to the document are shown in the attached document and excerpted as follows:

Element F. Federal Government Coordination Element, Goal 1, Policies a and c:

Goal

1. To ensure that the Federal Government provides Cochise County the opportunity to participate in the development of land use plans, to cooperate and coordinate with Cochise County in developing such plans, and to ensure that federal policies are consistent with local or regional policies.

Policies

- a. Public lands, including the SPRNCA, shall be managed so as to minimize negative impacts on the regional ground water aquifer.
- b. Public access to public lands for recreation should be consistent with multiple use and conservation of a viable conservation area.
- c. Agricultural uses, including grazing, should be permitted on all public lands within limits consistent with multiple use and conservation goals.
- d. Sub-watershed-wide conservation, reuse, recharge and augmentation policies, and projects must be used to resolve both riparian condition issues and the overall balance of water levels in the aquifer.

Element F. Federal Government Coordination Element Goal 3:

Goal

3. To protect the culture, history, economy, environment, and lifestyles of Cochise County residents by requiring federal agencies to coordinate land use plans with Cochise County and to establish plans that provide for continued multiple use of public lands consistent with the following policies:

Element F. Federal Government Coordination Element Goal 3, Policy a.iii:

- i. Wilderness designation limits potential land uses significantly to those compatible with the designation. Care should be taken to balance the need for resource protection from such designations with potential economic and other impacts. Diverse stakeholder input is critical and consensus is desirable, if not essential, in seeking such designations. In some instances, the lands in question can be adequately protected through mitigation, minimizing negative impacts and proper reclamation, so that wilderness designation is unnecessary.

Element F. Federal Government Coordination Element Goal 3, Policy d.iv:

- i. Access to all water-related facilities such as delivery systems, monitoring facilities, livestock water and handling facilities, shall be maintained taking account of restrictions, if any, associated with public lands. Access routes may be adequately maintained by the owner of that route or the holder of access rights. Unreasonable restrictions may result in the loss of use of such facilities and property rights.

Element F. Federal Government Coordination Element Goal 3: Policy i.iv.

i. Off Highway Vehicles (OHVs)

- i. OHVs have become an important segment of the recreation industry and are an important tool and mode of transportation for farmers, ranchers, and resource development.
- ii. Public Land Management agencies must implement and maintain an aggressive OHV program to educate users on how to reduce resource impacts. This is to be followed by an aggressive enforcement program.

- iii. The non-recreational use of OHVs, such as development and livestock operations, should be provided for where essential to operations and appropriate according to existing management plans, unless restricted by law.
- iv. Federal Travel Management Plans should consider the growing popularity of OHV recreation and provide reasonable and responsible opportunities for OHV uses.

Element I. Rural Character Element Goal 1, Policies c, d, e, and g.

Policies

- a. With property rights considered, protect rural character from the intrusion of urban uses and recognize that resources, such as agricultural lands, open space, and scenic view sheds, provide economic, social, and environmental benefits.
- ~~fc.g.~~ Maintain and enhance a reasonable and diverse overall level of rural development that balances the need for rural growth against impacts on rural character.
- ~~d.h~~ Encourage conservation design practices and other land use strategies, such as conservation subdivisions and cluster development for new residential and commercial projects.
- e. Encourage protection of Cochise County's scenic resources and recognize these resources are a vital part of the county rural character by discouraging development which has the potential to seriously compromise viewshed integrity.
- f.. Recognize the importance of rural, native-surfaced roads for the purpose of protecting rural character and ensure that these roads help to maintain this character when considering new road improvement standards.
- g.. Support the establishment of voluntary County transfer of development rights (TDR) programs with landowners who adopt conservation easements to preserve habitat.
- h.. Develop a recognition program to encourage habitat protection and enhancement, to recognize efforts by individuals, communities, and developers.

VII. SUMMARY AND CONCLUSION

Arizona Revised Statutes Article 11-805 directs the Board of Supervisors to hold a public hearing, and allows them to make changes or alter the Comprehensive Plan. However, prior to adopting those changes, the Statutes require ‘...*that portion of the Comprehensive Plan proposed to be changed to be re-referred to the Commission for its recommendation, which may be accepted or rejected by the Board.*’ The Commission discussed the language changes at a Public Hearing held on May 13, 2015, and stand by their original language.

Regular Board of Supervisors Meeting**Meeting Date:** 05/19/2015

SU-15-06A (Crisantes Mormon Rd MM Appeal)

Submitted By: Jesse Drake, Community Development**Department:** Community Development**Division:** Planning & Zoning**Presentation:** PowerPoint**Recommendation:** Disapprove**Document Signatures:** BOS Signature NOT Required**# of ORIGINALS** 0**Submitted for Signature:****NAME of PRESENTER:** Jesse Drake**TITLE of PRESENTER:** Planner II**Mandated Function?:** Not Mandated**Source of Mandate or Basis for Support?:****Docket Number (If applicable):** SU-15-06A**Information****Agenda Item Text:**

Uphold or deny the April 8, 2015 authorization by the Planning and Zoning Commission for a medical marijuana cultivation and dispensary facility at 10990 N. Mormon Rd, Elfrida, AZ, APN 403-04-005.

Background:**I. APPEAL OF THE PLANNING AND ZONING APPROVAL OF SU-15-06 (CRISANTES MORMON RD MM)**

This is an Appeal of a Special Use authorization by the Planning and Zoning Commission approving a facility for the cultivation, dispensing and delivery service of medical marijuana on a RU-4, Rural zoned property. On Wednesday, April 8, 2015, the Planning and Zoning Commission voted 5-2 to conditionally approve Docket SU-15-06 (Crisantes Mormon Rd MM), granting Crisantes Ranches, LLC approval for a facility for the cultivation, dispensing and delivery service of medical marijuana on a 65-acre RU-4 parcel, APN 403-04-005, located at 10990 N. Mormon Road in Elfrida, Arizona. The parcel is located approximately one-half mile east of Highway 191 and three-quarters mile north of Thompson Road. The proposed use is considered a Special Use in RU-4 Rural Zoning Districts under Sections 607.55 of the Zoning Regulations. The Applicant is for the medical marijuana facility is Crisantes Ranches, LLC.; the appellant is Paul White.

II. NATURE OF APPEAL REQUEST

This is an Appeal of the Special Use Authorization of SU-15-06.

Section 1716.04 of the Zoning Regulations governs the Appeal of Special Use Authorization Decisions. 1716.04.B. states the appeal shall include:

1. A complete statement of all reasons why the appellant believes that the decision, or any part of the decision, was erroneous, arbitrary, capricious, or an abuse of discretion; and
1. Written presentation of additional testimony and evidence, a full explanation of the additional testimony and evidence that will be submitted, with an explanation of why this was not presented to the Planning Commission.

In the *Special Use Application for Appeal* the appellant provides information in three parts:

Part 1. Description of the decision being appealed.

Appellant's response:

"Concerned citizens, neighbors, and those in public safety positions, strongly feel this permit will not be beneficial, but harmful to our community. In my personal opinion, the special use permit is **Not Safe and Not a Community Asset**. Please see the attached paper to see the concerns I spoke before the planning and zoning." [sic, emphasis by appellant].

Part 2. A complete statement of all reasons why the appellant believes that the decision, or any part of the decision was erroneous, arbitrary, capricious, or any abuse of discretion.

Appellant's response:

Appellant affirms that the community members present at the April 8, 2015 spoke their concern before the board [sic].

Part 3. Allows the appellant to provide additional testimony and evidence with an explanation of why the evidence was not presented to the Planning and Zoning Commission.

Appellant's response:

"All information was presented before the Planning Commission on April 8, 2015. The community voice was heard that they were against Cochise County issuing his permit. The only citizens that spoke in favor of the permit, were those that filed for it. County Supervisors, the citizens you represent that were present at the April 8 meeting are against this permit. Please reconsider."

As presented in the application, the appellant has verified that those persons in attendance at the Planning and Zoning Commission meeting were allowed to speak, and that no new information regarding the Special Use authorization is being presented in the Appeal application.

Therefore the appellant has not been able to provide grounds for why the Planning and Zoning decision, or any part of the decision, was erroneous, arbitrary, capricious, or an abuse of discretion; nor has the appellant provided any new evidence or testimony but rather the appellant confirms that "all information was presented be the Planning Commission on April 8, 2015."

One person speaking at the public hearing raised the concern that the property proposed for the facility was full of "junk". Staff investigated this assertion and found that the property with significant junk and abandoned cars was in fact located on the property to the north of the Crisantes site, but the confusion may have occurred due to the fact both that the Crisantes and the adjacent neighbor to the north share a common mailbox delivery site as shown in the photo below.

Shared mailboxes on property north of the Crisantes farm site.

Licenses for medical marijuana dispensaries and cultivation areas are issued by the Arizona Department of Health Services. Permits are issued after proper security and containment measures are approved by the State. Cochise County reviews these dockets items for land use issues only; however staff is including some information from the ADHS website due to the confusion about how and when the Arizona State Department of Health issues those licenses.

- A.R.S. Title 36 contains the law governing medical marijuana in Arizona.
- What is a CHAA? A CHAA is a Community Health Analysis Area, a geographic unit in Arizona. The ADHS Bureau of Public Health Statistics created these units by modifying the Primary Care Areas (PCAs) used by the ADHS program for Health Systems Development for use by various disease monitoring programs. The map of Arizona contains 126 of these units.
- Medical Marijuana Dispensaries- As of January 2012, the Department anticipated issuing 126 dispensary registration certificates (based on the number of pharmacies in the State). The Department does not have authority to issue a separate certificate to an entity that is only a cultivation facility.
 - A medical marijuana dispensary registered with ADHS must be operated on a not-for-profit basis, but will be able to receive payment for expenses incurred in its operation.
 - No more than one nonprofit medical marijuana dispensary registration certificate is issued for every ten pharmacy permits issued by the Arizona State Board of Pharmacy under current law.
 - A dispensary can cultivate marijuana only in an enclosed, locked facility.
 - State law and rules specify various security, record-keeping, and verification requirements a registered dispensary will have to follow relating to the operation of the dispensary.

Medical conditions qualifying for medical marijuana use

- Cancer
- Glaucoma
- Human Immunodeficiency Virus (HIV)
- Acquired Immune Deficiency Syndrome (AIDS)
- Hepatitis C
- Amyotrophic Lateral Sclerosis (ALS)
- Crohn's Disease
- Agitation of Alzheimer's disease
- A chronic or debilitating disease or medical condition or the treatment for a chronic or debilitating disease or medical condition that causes:
 - Cachexia or wasting syndrome;
 - Severe and chronic pain;
 - Severe nausea;
 - Seizures, including those characteristic of epilepsy;
 - Severe or persistent muscle spasms, including those characteristic of multiple sclerosis

Department's Next Steps (if approved):

Approval of the Appeal Application will not uphold the Planning and Zoning Commission approval of SU-15-06 and will not allow a medical marijuana cultivation and dispensary facility at 10990 N. Mormon Rd, Elfrida, AZ.

Impact of NOT Approving/Alternatives:

Denying the Appeal Application will uphold the authorization by the Planning and Zoning Commission of the medical marijuana cultivation and dispensary facility at 10990 N. Mormon Rd., Elfrida, AZ.

To BOS Staff: Document Disposition/Follow-Up:

None.

Budget Information

Information about available funds

Budgeted: ☐

Funds Available: ☐

Amount Available:

Unbudgeted: ☐

Funds NOT Available: ☐

Amendment: ☐

Account Code(s) for Available Funds
1:

Fund Transfers
Attachments

Memo p1
Memo p2+
Crisantes PP



Cochise County
Community Development
Planning, Zoning and Building Safety Division

Public Programs...Personal Service
www.cochise.az.gov

MEMORANDUM

TO: Cochise County Board of Supervisors
THROUGH: James Vlahovich, County Administrator
FROM: Jesse Drake, Planner II
FOR: Beverly J. Wilson, Planning Director
SUBJECT: Docket SU-15-06A (Crisantes Mormon Rd MM Appeal)
DATE: May 7, 2015 for the May 19, 2015 Meeting

I. APPEAL OF THE PLANNING AND ZONING APPROVAL OF SU-15-06 (CRISANTES MORMON RD MM)

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Planning, Zoning and Building Safety

1415 Melody Lane, Building E
Bisbee, Arizona 85603
520-432-9300
520-432-9278 fax
1-877-777-7958
planningandzoning@cochise.az.gov

Highway and Floodplain

1415 Melody Lane, Building F
Bisbee, Arizona 85603
520-432-9300
520-432-9337 fax
1-800-752-3745
highway@cochise.az.gov
floodplain@cochise.az.gov



Location Map

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 - A medical marijuana dispensary registered with ADHS must be operated on a not-for-profit basis, but will be able to receive payment for expenses incurred in its operation.
 - No more than one nonprofit medical marijuana dispensary registration certificate is issued for every ten pharmacy permits issued by the Arizona State Board of Pharmacy under current law.
 - A dispensary can cultivate marijuana only in an enclosed, locked facility.
 - State law and rules specify various security, record-keeping, and verification requirements a registered dispensary will have to follow relating to the operation of the dispensary.

Medical conditions qualifying for medical marijuana use

- Cancer
- Glaucoma
- Human Immunodeficiency Virus (HIV)
- Acquired Immune Deficiency Syndrome (AIDS)
- Hepatitis C
- Amyotrophic Lateral Sclerosis (ALS)
- Crohn's Disease
- Agitation of Alzheimer's disease
- A chronic or debilitating disease or medical condition or the treatment for a chronic or debilitating disease or medical condition that causes:
 - Cachexia or wasting syndrome;
 - Severe and chronic pain;
 - Severe nausea;
 - Seizures, including those characteristic of epilepsy;

- Severe or persistent muscle spasms, including those characteristic of multiple sclerosis



House and parking for dispensary



Covered greenhouses

III. PUBLIC COMMENT

The Planning Department mailed notices to neighboring property owners within 1,500-feet of the subject property. Staff posted the property, and published a legal notice in the *Bisbee Observer* on April 30, 2015. In response to applicant and County mailings, the Planning Department received no letters regarding this appeal request.

IV. SUMMARY AND CONCLUSION

This is an Appeal of Special Use authorization SU-15-06 approving a facility for the cultivation, dispensing and delivery service of medical marijuana located on a 65-acre parcel RU-4 Rural zoned property at 10990 N. Mormon Road in Elfrida, Arizona.

Factors in Favor of Approving the Appeal

1. The appellant is opposed to this use at this site.

Factors in Favor of Denying the Appeal

1. The appellant has not been able to provide a reason why the Planning and Zoning decision, or any part of the decision, was erroneous, arbitrary, capricious, or an abuse of discretion;
2. The appellant has not provided any new evidence of testimony other than the evidence and testimony presented at the Planning and Zoning Commission meeting on April 8, 2015;
3. Medical marijuana cultivation and dispensary facilities are authorized by the State of Arizona;
4. Medical marijuana land uses are allowed as Special Uses in the Rural Districts in Cochise County; and
5. The Planning and Zoning Commission voted 5-2 to approve Docket SU-15-06.
6. Staff has received no letters in support of this appeal.

V. STAFF RECOMMENDATION TO THE BOARD

Based on the factors in favor of denying the appeal, Staff recommends that the Board of Supervisors deny the Special Use Appeal, and uphold the April 8, 2015 decision of the Planning Commission to grant conditional Special Use Docket SU-15-06, the conditions of approval as follows:

1. Within 30-days of approval of the Special Use, the Applicant shall provide the County a signed Acceptance of Conditions form and a Waiver of Claims form arising from ARS Section 12-1134. Prior to operation of the Special Use, the Applicant shall apply for a building/use permit for the project within 12-months of approval. The building/use permit shall include a site plan in conformance with all applicable site development standards (except as modified) and with Section 1705 of the Zoning Regulations, the completed Special Use permit questionnaire and application, and appropriate fees. A permit must be issued within 18-months of the Special Use approval, otherwise the Special Use may be deemed void upon 30-day notification to the Applicant; and
2. It is the Applicant's responsibility to obtain any additional permits, or meet any additional Conditions, that may be applicable to the proposed use pursuant to other federal, state, or local laws or regulations.

VI. ATTACHMENTS

- A. Appeal application
- B. Staff report to the planning and zoning commission.
- C. Minutes of the April 8, 2015 Planning and Zoning Commission meeting pages 1, 3 and 4.

COCHISE COUNTY

Docket S-15-06A (Crisantes Mormon Rd MM Appeal)

Appeal of a Special Use Authorization For a
Medical Marijuana Cultivation and
Dispensary Facility

Board of Supervisors May 19, 2015



Public Programs...Personal Service

COCHISE COUNTY

Docket SU-15-06A (Crisantes Mormon Rd Med Mar Appeal)

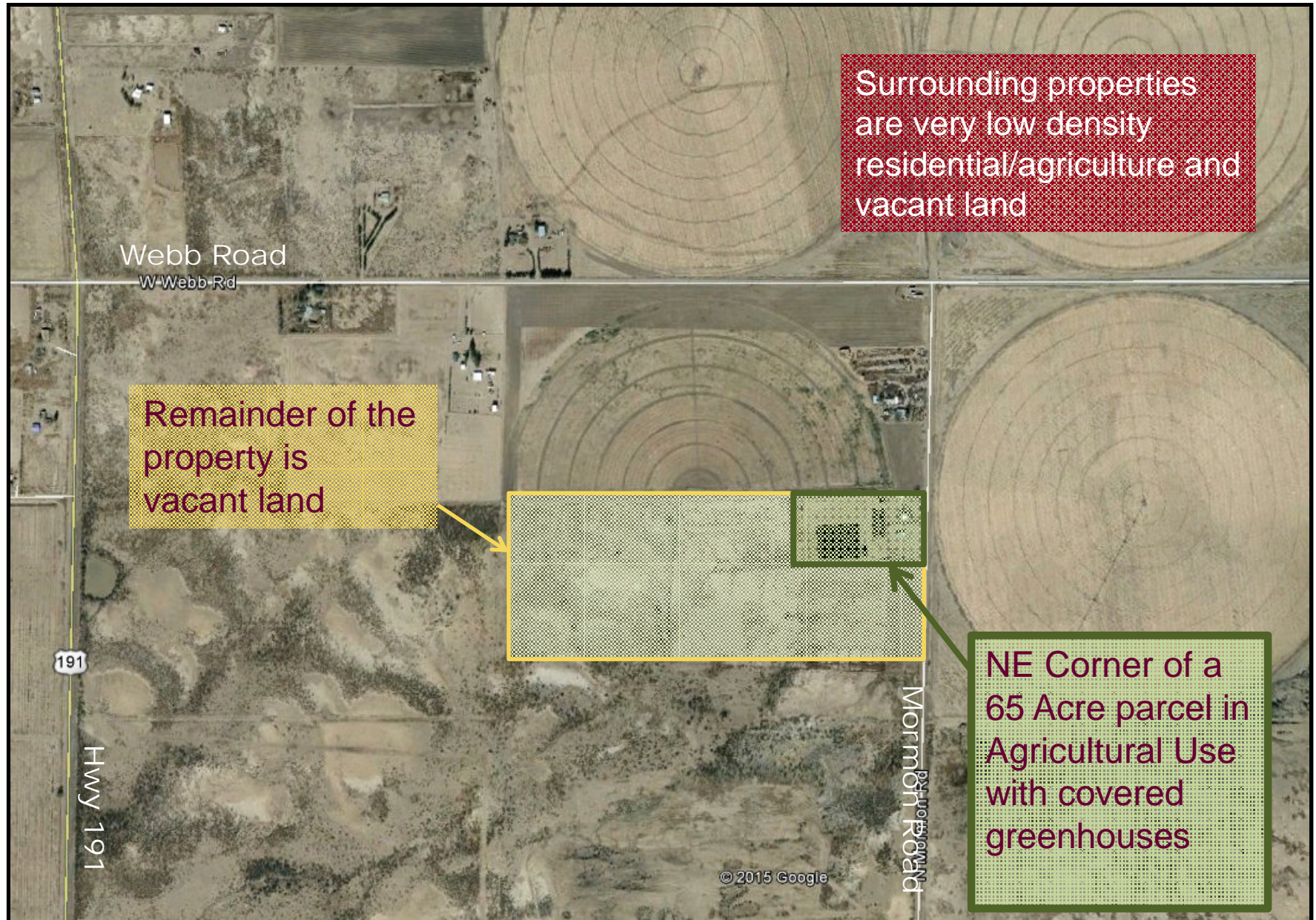
- On April 8, 2015 the Planning and Zoning Commission granted conditional approval of a Special Use request for a medical marijuana cultivation and dispensary facility.
- The subject parcel, 403-04-005, is located at 10990 N. Mormon Road in Elfrida in an RU-4, Rural zoned district currently in agricultural use.
- On April 14, 2015 Mr. Paul White submitted a Special Use Application for Appeal.



Public Programs...Personal Service

COCHISE COUNTY

Location



COCHISE COUNTY

Section 1716.04 of the Zoning Regulations governs the Appeal of Special Use authorization decisions. This section states that the appeal shall include:

1. A complete statement of all reasons why the appellant believes that the decision, or any part of the decision, was erroneous, arbitrary, capricious, or an abuse of discretion; and
2. Written presentation of additional testimony and evidence, a full explanation of the additional testimony and evidence that will be submitted, with an explanation of why this was not presented to the Planning Commission.

In the application the appellant provides the appeal information in three parts:

Part 1. Description of the decision being appealed.

Appellant's response:

“Concerned citizens, neighbors, and those in public safety positions, strongly feel this permit will not be beneficial, but harmful to our community. In my personal opinion, the special use permit is: **Not Safe and Not a Community Asset.** Please see the attached paper to see the concerns I spoke before the planning and zoning.” [sic, emphasis by appellant]

COCHISE COUNTY

Part 2. A complete statement of all reasons why the appellant believes that the decision, or any part of the decision was erroneous, arbitrary, capricious or any abuse of discretion.

Appellant's response:

Appellant affirms that the community members present at the April 8, 2015 spoke their concern before the board [sic].

COCHISE COUNTY

Part 2. A complete statement of all reasons why the appellant believes that the decision, or any part of the decision was erroneous, arbitrary, capricious or any abuse of discretion.

Appellant's response:

Appellant affirms that the community members present at the April 8, 2015 spoke their concern before the board [sic].

COCHISE COUNTY

Part 3. Allows the appellant to provide additional testimony and evidence with an explanation of why the evidence was not presented to the Planning and Zoning Commission.

Appellant's response:

“All information was presented before the Planning Commission on April 8, 2015. The community voice was heard that they were against Cochise County issuing his permit. The only citizens that spoke in favor of the permit, were those that filed for it. County Supervisors, the citizens you represent that were present at the April 8th meeting are against this permit. Please reconsider.”

One person speaking at the Public hearing raised the concern that the property proposed for the facility was “full of junk”.



Shared mailbox delivery site on property north of subject property.

COCHISE COUNTY



House for dispensary and parking area at subject site

COCHISE COUNTY



Covered greenhouses for cultivation at subject site

Factors In Favor of Approving the Appeal

1. The appellant is opposed to this use at this site.

Factors In Favor of Denying the Appeal

1. The appellant has not been able to provide a reason why the Planning and Zoning decision, or any part of the decision, was erroneous, arbitrary, capricious, or an abuse of discretion;
2. The appellant has not provided any new evidence of testimony other than the evidence and testimony presented at the Planning and Zoning Commission meeting on April 8, 2015;
3. Medical marijuana cultivation and dispensary facilities are authorized by the State of Arizona;
4. Medical marijuana land uses are allowed as Special Uses in the Rural Districts in Cochise County;
5. The Planning and Zoning Commission voted 5-2 to approve Docket SU-15-06; and
6. Staff has received no letters in support of this appeal.

Action 10.
County Sheriff

Regular Board of Supervisors Meeting

Meeting Date: 05/19/2015

Arizona Criminal Justice Information System User Agreement

Submitted By: Monica Campbell, County Sheriff

Department: County Sheriff

Presentation: No A/V Presentation **Recommendation:** Approve

Document Signatures: BOS Signature Required **# of ORIGINALS Submitted for Signature:** 1

NAME of PRESENTER: Monica Campbell **TITLE of PRESENTER:** Dispatch Communications Supervisor

Docket Number (If applicable):

Mandated Function?: Not Mandated **Source of Mandate or Basis for Support?:**

Information

Agenda Item Text:

Approve the Arizona Criminal Justice Information System User Agreement between the Cochise County Sheriff's Office and the Department of Public Safety for all criminal history inquiries and entries.

Background:

We have had access to the system under an outdated agreement signed by Sheriff Larry Dever. With every new person in office, a new agreement must be signed. As a result, a new agreement must be signed by Sheriff Mark J. Dannels.

Department's Next Steps (if approved):

If approved, the agreement will be sent to the Department of Public Safety so the Cochise County Sheriff's Office will be in compliance to the regulation set forth by the Federal Bureau of Investigations.

Impact of NOT Approving/Alternatives:

If not approved, the Cochise County Sheriff's Office will have to contract with another agency who has access to the Arizona Criminal Justice Information System to process all of the agency's criminal history inquiries and entries, warrant and missing person inquiries and entries, and stolen item inquiries and entries as the Cochise County Sheriff's Office will be out of compliance.

To BOS Staff: Document Disposition/Follow-Up:

Please send the signed agreement back to Monica Campbell at the Cochise County Sheriff's Office.

Attachments

ACJ Information System User Agreement

ARIZONA CRIMINAL JUSTICE INFORMATION SYSTEM USER AGREEMENT

THIS AGREEMENT is made and entered into by the ARIZONA DEPARTMENT OF PUBLIC SAFETY, hereinafter referred to as "DPS," and the COCHISE COUNTY SHERIFF'S OFFICE, hereinafter referred to as "USER." DPS, under the authority of the Federal Bureau of Investigation (FBI), is the National Crime Information Center (NCIC) Criminal Justice Information Services (CJIS) Systems Agency (CSA) in Arizona. DPS, under the authority of ARS §41-1750, and ARS §41-1751, also operates the Central State Repository for the criminal justice information system, and functions as the Arizona Criminal Justice Information System (ACJIS) CJIS Systems Agency. Per authority of ARS §41-2204, the Director of the Department of Public Safety also serves as the System Manager of ACJIS.

USER is:

X A criminal justice agency as defined in 28 CFR, Part 20, and ARS §41-1750.

OR

— A nongovernmental agency or subunit thereof which allocates a substantial part of its annual budget to the administration of criminal justice, whose regularly employed peace officers have full police powers pursuant to state law, and which may have direct terminal access to NCIC and ACIC files, except criminal history record information, pursuant to CFR, Part 20.

OR

— A satellite criminal justice information computer operation or regional message switching center which is a criminal justice agency or under the management control of a criminal justice agency, and which accesses the ACJIS network and associated networks via computer-to-computer interface with DPS.

OR

— A regional dispatch center which is a criminal justice agency or under the management control of a criminal justice agency and which is established by a state statute, resolution, ordinance or executive order, which provides communication service to criminal justice agencies may be authorized direct access to the ACIC/ NCIC files, excepting criminal history files.

OR

— Other

DPS and USER hereby agree to exchange such criminal history record information and/or criminal justice information as is available in the State of Arizona State Central Repository (ACJIS Division), and/or the ACJIS network, subject to the following terms and conditions:

TERMS AND CONDITIONS

- A. Information. In accordance with federal and state regulations, DPS agrees to furnish USER with the following type(s) of information: Authorized Criminal Justice Information.
- B. Rules. The exchange of all information covered by the terms of this Agreement shall be in strict compliance with all federal and state laws and regulations relating to the collection, storage, or dissemination of criminal justice information and criminal history record information; with all rules, procedures, and policies adopted by the NCIC Advisory Policy Board in regard to information furnished through the FBI/NCIC program; and with all rules, procedures, and policies contained in the ACJIS and NCIC Operating Manual, CJIS Security Policy; Title 28, Code of Federal Regulations, Part 20; and with all rules, policies and procedures of the International Justice and Public Safety Information Sharing Network (NLETS), for ACIC/NCIC and ALETS/ NLETS policies unless otherwise provided. USER has the burden of giving notice of the requirements of all the above-named rules and regulations to its employees and the other agencies or individuals to whom USER might disseminate information derived pursuant to this Agreement.
- C. Privacy and Security.
1. Purpose. USER agrees that the use of information received under the terms of this Agreement shall be limited to the following specific purpose(s): Administration of Criminal Justice.
 2. System Security Officer. USER shall designate an official ACJIS System Security Officer (SSO). The SSO shall be allowed sufficient time to perform all necessary duties related to ACJIS responsibilities. The SSO shall be responsible for ensuring compliance with Section B above, and shall grant authorization to those employees who will have access to criminal history record information and/or criminal justice information. The SSO shall submit and keep current a list of all authorized employees' names, dates of birth, and agency telephone numbers.
 3. Secondary Dissemination. USER agrees to assume full liability for the release of criminal history record information and/or criminal justice information. (Unlawful use of criminal history information and/or criminal justice information as defined in ARS §41-1756 is a class 6 felony.)
- D. Audits/Inspections/Training. USER hereby agrees to make its reports available to DPS for the purpose of conducting periodic audits of USER's compliance with all laws and regulations regarding the processing of information furnished to USER under the terms of this Agreement. In order to facilitate such audits, USER agrees to keep such records as DPS may from time to time direct. In addition, USER will cooperate with directives issued by the state CJIS Systems Officer (CSO) to assure reliability of data on any current and future audit. Each user shall be responsible for training requirements, including compliance with operator training mandates.

All terminal agencies having direct access to ACJIS agree, as a condition of participation, to permit an inspection team from the NCIC Advisory Policy Board and/or a team from the Arizona DPS to conduct necessary site security compliance inspections to insure that required physical, personnel, computer, and communications safeguards are functioning properly.

All books, accounts, reports, files and other records relating to this Agreement shall be subject at all reasonable times to inspection and audit by the state for five years after completion of this Agreement.

E. Standards for Response Time.

Agencies interfaced with the DPS host computer agrees to comply with set standards for response time, records entry, and system availability as specified in the NCIC Operating Manual, ACJIS Operating Manual and CJIS Security Policy.

X This applies to Interface Agencies only.

USER agrees that a current copy of the interface schematic and design remains on file with the Department of Public Safety. USER agrees that sanctions for noncompliance with the terms of this agreement will be imposed by the DPS. USER agrees to correct all noted violations and discrepancies within 30 days.

F. Sanctions.

1. Cancellation. Either DPS or USER may cancel this Agreement upon thirty days notice to the other party in writing. "All parties are hereby put on notice that this contract is subject to cancellation by the Governor for conflicts of interest, pursuant to ARS 38-511, the contents of which are hereby incorporated by reference."
2. Suspension of Service. In addition to the penalties provided by law, DPS reserves the right to immediately suspend furnishing information covered by the terms of this Agreement to USER when any terms of this Agreement are violated or reasonably appear to be violated. DPS shall resume furnishing such information upon receipt of satisfactory assurance that such violations did not occur or that such violations have been fully corrected or eliminated. In the event that USER challenges the ruling of DPS regarding violation(s) or audit results, the Arizona CDS Policy Board shall adjudicate the matter.
3. Indemnification. To the extent permitted by law, USER hereby agrees to indemnify and save harmless DPS, its Director and employees, and the FBI, its Director and employees from and against any and all claims, demands, suits, and proceedings by others and against all liability to others for the use or misuse by the USER of any information provided to USER pursuant to this Agreement.
4. Arbitration. This AGREEMENT is subject to arbitration, but only to the extent required by ARS §12-1518.

G. Non Discrimination. USER agrees that USER will comply with the non-discrimination requirements of Executive Order 2009-09 (attached).

H. Executory Clause. It is understood by and between the parties hereto that DPS is obligated to provide the services described in Section A above to USER only to the extent that public funds are made available to DPS for that purpose. DPS shall incur no liability on account thereof beyond the money made available for such purpose.

I. Construction. This Agreement shall be liberally construed to apply to both manual and automated information systems for criminal justice purposes wherever and whenever possible.

- J. Dissemination. As to all dissemination of Federal Criminal History Information, the terms of this contract shall be superseded by applicable Federal Regulations governing the release of such information.

USER agrees that DPS may use or disseminate information concerning USER transactions on the ACJIS network to provide assistance with active criminal investigations or criminal intelligence investigations when such assistance is specifically requested by the investigating agency.

USER agrees that DPS may generate, use, or disseminate statistical reports based upon data contributed or transactions conducted by USER on the ACJIS network or through the submission of uniform crime reporting information.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the proper officers and officials.

ARIZONA DEPARTMENT OF PUBLIC SAFETY

BY:

Lt. Colonel Jeffrey E. Raynor
Arizona CJIS Systems Officer
Arizona Department of Public Safety
by order of

TITLE:

Frank L. Milstead, Colonel
Director
Arizona Department of Public Safety

DATE:

USER: COCHISE COUNTY SHERIFF'S OFFICE

BY:


Mark Dannels

TITLE:

Sheriff

DATE:

(Rev. 02/15)

04/13/15


Cochise County Attorney Civil Deputy

Date

Chairman of the Board of Supervisors

Date

Executive Order 2009-09

**PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS
NONDISCRIMINATION IN EMPLOYMENT BY GOVERNMENT CONTRACTORS AND
SUBCONTRACTORS**

Superseding Executive Order 99-4 and Amending Executive Order 75-5

WHEREAS, Executive Order 99-4 was effectuated to assure that persons or entities contracting with the State of Arizona or its political subdivisions comply with the provisions of Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e, et. seq.) and with Arizona's Civil Rights Act (Title 41, Chapter 9, Article 4);

WHEREAS, Executive Order 99-4 correctly states that various religious organizations are exempted from Arizona's Civil Rights Act;

WHEREAS, Executive Order 99-4 does not expressly state the federal and state exemptions for Indian tribes under both the federal and State Civil Rights Acts;

WHEREAS, 42 U.S.C. § 200e(b)(1) exempts tribes from the definition of employer;

WHEREAS, A.R.S. § 41-1461 4 (b)(i) also exempts Indian tribes from the definition of employers to whom the Arizona Civil Rights Act applies;

WHEREAS, Indian tribes across the State have recently begun to experience difficulty contracting with the State, often for money or services to which they are lawfully entitled, as a result of their exclusion from specified exemptions within Executive Order 99-4;

WHEREAS, the Attorney General's Office has in some cases interpreted the existing provisions as requiring tribes to waive rights guaranteed by both federal and State law;

WHEREAS, a modification is necessary to expressly provide that the exemptions found in federal and State law continue in full force and effect;

NOW, THEREFORE, I, Janice K. Brewer, Governor of the State of Arizona, by virtue of the authority vested in me by the Constitution and laws of this State, hereby order and direct as follows:

1. Executive Order 75-5 is hereby amended as follows:

PART I - Non-discrimination in employment by government contractors and subcontractors.

Unless otherwise exempted by federal or state civil rights laws, all government contracting agencies shall include in every government contract hereinafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, or national origin. The contractor will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, age, color, religion, sex or national origin. Such action shall include, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or

termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

A continued Executive Order No. 75-5 is hereby amended to permit government contractors and subcontractors that are exempted from compliance under Title 41, chapter 9, article 4, Arizona Revised Statutes or 42 U.S.C. § 200e(b)(1), to provide employment preferences consistently with federal and state statutes;

Therefore, Executive Order 75-5 does not apply to Indian tribes. It likewise does not apply to religious organizations with respect to the employment of individuals of a particular religion to perform work connected with the activities of the employer. It also provides that religious organizations may provide employment preferences based upon religion when dealing with a bona fide occupational qualification reasonably necessary to the operation of the religious organization. This is consistent with the provisions of the Civil Rights Act of 1964 (42 U.S.C. 2000e, et seq.). In addition, in the Personal Responsibility and Work Opportunity Reconciliation Act, P.L. 104-193, Congress provided that religious organizations are eligible for the receipt of federal funds on the same basis as other private organizations.

Executive Order No. 75-5 prohibits all other government contractors and subcontractors from discriminating against any employee or applicant for employment because of race, age, color, religion, sex or national origin. Executive Order No. 75-5 further requires all government contractors and subcontractors to take action to insure that applicants are employed and employees are treated during employment without regard to their race, age, color, religion, sex or national origin.

- B. The contractor will in all solicitations or advertisement for employees placed by or on behalf of the contractor state that all qualified applicants will receive consideration for employment without regard of race, age, color, religion, sex or national origin.
- C. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under the Executive Order and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The contractor will furnish all information and reports required by the contracting agency and will permit access to his books, records, and accounts by the contracting agency and the Civil Rights Division for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- E. In the event of the contractor's noncompliance with the nondiscrimination clauses of the contract or with any such rules, regulations or orders of the Arizona Civil Rights Division said noncompliance will be considered a material breach of the contract and this contract may be cancelled, terminated or suspended, in whole or in part, and the contractor may be declared ineligible for future government contracts until said contractor has been found to be in compliance with the provisions of this order and the rules and regulations of the Arizona Civil Rights Division, and such sanctions may be

imposed and remedies invoked as provided in Part II of this order, and the rules and regulations of the Arizona Civil Rights Division.

- F. The contractor will include the provisions of paragraphs A through E in every subcontractor purchase order so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to the subcontract or purchase orders the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the State of Arizona to enter into such litigation to protect the interest of the State of Arizona.
- G. Each contractor having a contract containing the provisions prescribed in this section shall file and shall cause each of his subcontractors to file compliance reports with the contracting agency or the Civil Rights Division, as may be directed. Compliance reports shall be filed within such times and shall contain such information as the practices, policies, programs and employment policies, programs and employment statistics of the contractor and each subcontract and shall be in form as the Arizona Civil Rights Division may prescribe.
- H. Bidders or prospective contractors of subcontractors shall be required to state whether they have participated in any previous contract subject to the provisions of this order or any preceding similar Executive Order and in such event to submit on behalf of themselves and the proposed subcontractors compliance reports prior to, or as an initial part of negotiation of a contract.
- I. Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor union or an agency referring workers of providing or supervising apprenticeship or training for such workers, the compliance report shall include such information from such labor unions or agency practices and policies affecting compliance as the contracting agency or Civil Rights Division may prescribe: provided that, to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify the contracting agency as part of its compliance report and shall set forth what efforts he has made to obtain such information.
- J. The contracting agency or the Civil Rights Division shall require that the bidder or prospective contractor or subcontractor shall submit as part of his compliance report a statement in writing signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training with which the bidder or prospective contractor deals with supporting information to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this order or that it consents and agrees that recruitment, employment, and the terms and conditions

of employment under the proposed contract shall be in accordance with the purpose and provisions of this order. In the event that the union or the agency shall refuse to execute such a statement, the compliance shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the contracting agency or the Civil Rights Division may require.

PART II - Enforcement

- A. Each contracting agency shall be primarily responsible for obtaining compliance with this Executive Order with respect to contracts entered into by such agency or its contractors. All contracting agencies shall comply with the rules of the Civil Rights Division in discharging their primary responsibility for securing compliance with the provisions of contracts and otherwise with the terms of this order and the rules and regulations and orders of the Civil Rights Division issued pursuant to this order. They are directed to cooperate with the Civil Rights Division and to furnish the Division such information and assistance as it may require in the performance of the Division's functions under this order. They are further directed to appoint or designate from among the agency personnel compliance officers. It shall be the duty of such officers to first seek compliance with the objective of this order by conference, conciliation, mediation or persuasion.
- B. The Civil Rights Division may investigate the employment practices of any government contractor if subcontractor of initiate such investigation by the appropriate contracting agency or determine whether or not the contractual provisions specified in this order have been violated. Such investigations shall be conducted in accordance with the procedures established by the Civil Rights Division and the investigating agencies shall report to the Civil Rights Division any action taken or recommended. The Civil Rights Division may receive and investigate or cause to be investigated complaints by employees or prospective employees of a government contractor or subcontractor which alleges discrimination contrary to the contractual provisions specified in Part I of this order. If the investigation is conducted for the Civil Rights Division by a contracting agency, that agency shall report to the Civil Rights Division what action has been taken or it's recommendation with regard to such complaint.
- C. The Civil Rights Division shall use its best efforts directly and through contracting agencies, other interested state and local agencies, contractors and all other available instrumentalities to cause any labor union engaged in work under government contracts or any agency referring workers or providing or supervising apprenticeship or training for it in the course of such work or cooperate in the implementation of the purposes of this order.
- D. The Civil Rights Division or any agency, officer or employee in the executive branch of the government designated by rule, regulation or order of the Civil Rights Division may hold such hearings, public or private, as the Division may deem advisable for compliance, enforcement of educational purposes. The Civil Rights Division may hold or cause to be held hearings in accordance with rules and regulations issued by the Civil Rights Division prior to imposing, ordering or recommending the imposition of penalties and sanctions under this order.
- E. No order for debarment of any contractor from further government contracts under this order shall be made without affording the contractor an opportunity for a hearing.

- F. **Sanctions and Penalties.** In accordance with such rules, regulations or orders as the Civil Rights Division may issue or adopt, the Civil Rights Division or the appropriate contracting agency may publish or cause to be published the names of contractors or unions which it has concluded have complied or have failed to comply with the provisions of this order and with the rules, regulations and orders of the Civil Rights Division.
1. Contracts may be cancelled, in whole or in part, terminated, or suspended absolutely, or continuation of contracts may be conditioned upon a program for future compliance approved by the contracting agency or the Civil Rights Division: provided that any contracting agency shall refrain from entering into further contracts, extensions or other modifications of existing contracts with any noncomplying contractor until such contractor has established and will carry out personnel and employment policies in compliance with the provisions of this order.
 2. Under rules and regulations prescribed by the Civil Rights Division, each contracting agency shall make reasonable efforts within a reasonable time limitation to secure compliance with the contract provisions of this order by methods of conference, conciliation, mediation and persuasion before proceedings shall be instituted under this order or before a contract shall be cancelled or terminated in whole or in part under this order for failure of a contractor or subcontractor to comply with the contract provisions of this order.
- G. This Executive Order shall become effective immediately of its issuance.



IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the State of Arizona.

Janice K. Brewer
GOVERNOR

DONE at the Capital in Phoenix, Arizona this 20th day of October
In the Year Two Thousand and Nine and of the Independence of
the United States of America the Two Hundred and Thirty-Third.

ATTEST:

Ken Bennett

SECRETARY OF STATE

Regular Board of Supervisors Meeting

Elections & Special Districts

Meeting Date: 05/19/2015

Adopt Resolution 15- to authorize a Vote Center Plan for implementation for all countywide elections beginning in 2016.

Submitted By: Anne Macak, Elections & Special Districts

Department: Elections & Special Districts

Presentation: PowerPoint **Recommendation:** Approve

Document Signatures: BOS Signature Required **# of ORIGINALS Submitted for Signature:** 1

NAME of PRESENTER: Katie Howard **TITLE of PRESENTER:** Elections Director

Docket Number (If applicable):

Mandated Function?: Federal or State Mandate **Source of Mandate or Basis for Support?:** A.R.S. 16-411(B)(4)

Information

Agenda Item Text:

Adopt Resolution 15-11 to authorize a Vote Center Plan for implementation for all countywide elections beginning in 2016.

Background:

Following the 2014 election cycle, Elections staff were directed to investigate elections solutions to improve the voter experience for Cochise County voters for future elections, including the implementation of a new elections system (hardware and software). During their due diligence efforts (see attached document), staff determined that a Vote Center approach would work well in Cochise County, and is recommending that the Board, by Resolution, authorize staff to implement the use of Vote Centers pursuant to A.R.S. §16-411(B)(4).

Vote Centers are advantageous to voters because, regardless of what precinct a Cochise County voter is registered in, the voter may vote at any Vote Center in the County. This means that for voters who live in one area of the County, but work in another, they may vote at a Vote Center in either area – whichever is more convenient to them. It also means that voters will not have to vote a Provisional ballot if they try to vote outside of their precinct – again, because a voter can vote at any Vote Center within the County. This means that more ballots will count (i.e., a ballot won't be rejected for voting at the "wrong precinct").

Vote Centers also allow Elections staff to designate a specific IT Troubleshooter per Vote Center, so there will be no delays for voters while waiting for a troubleshooter to arrive at the polling place to resolve any equipment issues that may arise. It is also cost-effective, because it means that the County has to acquire less voting equipment and hire and train fewer poll workers than would be needed to equip and staff 49 separate polling locations.

It is important to note that the attached spreadsheet showing possible prospective locations for Vote Centers is merely a planning document used to determine how many Vote Centers would be needed for Cochise County voters who do not vote an Early ballot. Changes in registration numbers between now and the next election, particularly changes in registered voters who will be voting at the polls, may dictate the use of alternate locations for Vote Centers, other than those shown on the spreadsheet. In addition, every proposed voting site (whether a Vote Center or precinct polling location), must be vetted for ADA compliance, parking and access, wireless connectivity, etc.).

What staff is requesting today is that the Board adopt the Resolution authorizing use of Vote Centers in Cochise County. Staff will then conduct the vetting of each of the proposed locations as described above, and also vet some alternate locations; discuss polling place contract terms with the owners of those locations to get a firm commitment about voting equipment security, etc.

Upon completion of those tasks, staff will prepare two Vote Center plans to present to the Board at a future Board meeting: The first will be the proposed Vote Centers to be used for the upcoming Presidential Preference Election (PPE) in March of 2016. That plan will necessarily be different than the Vote Center plan for a Primary or General Election because the State reimburses the County \$1.25 per registered voter for conducting the PPE, **provided that there are *at least 2,000 voters for each polling location***. This means that Vote Centers for the PPE will likely be *more consolidated* than the # of Vote Centers for a Primary or General Election. Therefore, staff will also present a second Vote Center plan to be used for a Primary or General Election.

Again, all of the details about specific locations will be determined at a future Board meeting. Today's action is merely to authorize development of plans and use of Vote Centers, so that staff can ensure that the equipment being purchased today is adequate.

Department's Next Steps (if approved):

Proceed with vetting prospective Vote Centers as described above and develop an implementation plan for Vote Centers for the Presidential Preference Election in March 2016 and a separate Vote Center plan for the Primary & General Elections in 2016, to be presented to the Board at a future Special Board meeting.

Impact of NOT Approving/Alternatives:

Elections will continue to equip and staff 49 separate polling locations.

To BOS Staff: Document Disposition/Follow-Up:

Have Resolution signed and recorded; copy of recorded Resolution to Elections.

Attachments

Vote Center Resolution

Elections Due Diligence

Proposed Vote Center Locations

RESOLUTION 15-__

**AUTHORIZING A VOTE CENTER PLAN FOR IMPLEMENTATION FOR ALL
COUNTYWIDE ELECTIONS BEGINNING IN 2016**

WHEREAS, Cochise County voters have vastly shifted their preference from casting ballots at traditional polling sites to casting early ballots by mail or in person; and

WHEREAS, voters who arrive at the wrong polling site on election day account for a high percentage of the provisional or to be verified ballots cast and many are rejected; and

WHEREAS, Cochise County is committed to improving the voter experience during an election; reducing the high number of provisional ballots cast; increasing voter participation through convenience and accessibility of voting; expediting vote tabulation, and conducting elections more efficiently with less cost; and

WHEREAS, a centralized location at which any registered elector in the political subdivision holding the election may vote, regardless of precinct assignment, would allow the voter the convenience of appearing at any vote center and receive the correct ballot for which the elector is entitled to vote; and

WHEREAS, pursuant to A.R.S. § 16-411(B)(4) the Cochise County Board of Supervisors has the authority to implement the use of vote centers in place of, or in addition to, designated precinct polling places,

NOW, THEREFORE, BE IT RESOLVED that the Cochise County Board of Supervisors hereby authorizes the use of vote centers in Cochise County for all countywide elections;

RESOLUTION 15-__

**Re: Authorizing A Vote Center Plan For Implementation For All Countywide
Elections Beginning In 2016**

Page | 2

BE IT FURTHER RESOLVED that the Cochise County Board of Supervisors hereby authorizes the Cochise County Vote Center Plan for implementation beginning in the 2016 election cycle, to include eleven vote centers in the areas indicated on Exhibit A hereto, along with six stand-alone polling locations in the areas indicated on Exhibit A hereto (unless the Elections Director determines that these locations have sufficient technology to serve as vote centers, in which case the Plan will include up to seventeen vote centers).

Patrick Call, Chairman

ATTEST:

Arlethe G. Rios, Clerk of the Board

APPROVED AS TO FORM:

Britt Hanson

Britt Hanson, Chief Civil Deputy

Elections System Due Diligence Activities

- In December 2014, after the Recount, through early April, activities include:
 - Reviewed literature and websites to identify available election system options
 - Many systems available nationwide
 - Require certification from Election Administration Commission (EAC – national)
 - In Arizona, also requires certification by Secretary of State's (SOS) Certification Committee
 - Only two systems certified for use in Arizona & we closely examined both:
 - ES&S
 - Unisyn
 - Researched statutes and SOS Elections Manual for requirements
 - Spoke with both vendors re: systems to identify what is available and how it works
 - Attended Open House in Yavapai County for demonstration of Unisyn system as it is deployed there
 - Attended Open House in Graham County for demonstration of ES&S system
 - Went to Pinal County to see ES&S system in action there (used for both Primary & General elections in 2014) and discuss Central Count approach to tabulation with both Pinal and Pima counties
 - In Pinal County also got introduction to the ballot layout/programming module of ES&S Electionware software
 - Arranged for Unisyn representatives to come to Cochise County to conduct demonstration of their election system
 - Obtained and reviewed all information from Yuma & Yavapai counties about their use of Vote Centers
 - Learned pros and cons about available types of equipment being used: Ballot On Demand printers, touch screen voting machines w/ ballot cards, etc.
 - Explored the option of moving exclusively to Central Count (Pinal; Pima)
 - Researched voting trends and historical election costs in Cochise County
 - Researched number of unused ballots (destroyed/wasted) in Cochise County
 - Arranged for Mary Fontes from the Secretary of State's office to come to Cochise to conduct a joint training session for Elections & Records staff on ballot management and ballot audit practices
 - Identified several topics for future meetings with Elections & Records to fine-tune procedures and ensure smooth operations

- Moved the Elections mail-opening machine to the Records office for a more efficient workflow with Early Ballot opening
- Records and Elections staff have met at least weekly, or more often and will continue to do so until all topics have been addressed
- Conducted weekly Election Stakeholders meetings between the Primary & General elections, tracking activities and status
 - Meetings are now monthly until before the Presidential Preference Election in March 2016
 - Meetings include: Elections, Records, IT, GIS, Procurement, County Attorney and County Administration representatives
- Arranged a conference call with ES&S to better understand their e-poll book solution and how it works
- Worked with IT's GIS staff to develop views of how Vote Centers could be configured in Cochise County
- Had a few meetings with Procurement regarding process for acquiring a new election system
- Met separately with Tyson/IT to discuss IT support for elections
- Arranged a WebEx demo of ES&S's Electionware software for use in ballot layout/programming and for tabulation
 - Easy to use and tabulation module is significantly improved
- Met with Unisyn representatives in Flagstaff for 2.5 hours to discuss their option, status of system certification, etc.
 - Were repeatedly told that their entire system was certified by the SOS except the Adjudicator software module
- Checked the certification status of each system online and phoned Kris Kingsmore, Deputy Director of Elections for the SOS, to confirm status of both systems certification
 - Kris is one of the three-member State Elections System Certification Committee
 - She confirmed that the ES&S solution was 100% certified but that the Unisyn's Central Count solution was not yet certified
 - Yavapai County is using the Unisyn system with BOS approval, on an experimental basis

COCHISE COUNTY 2016 ELECTION - Vote Centers & Precincts Model												STAFFING		VOTE CENTER EQUIPMENT				PRECINCT EQUIPMENT			
Vote Ctr #	Supervsr District	Vote Center Area	Vote Center Location (Target Locations - Need to do ADA screening; obtain Vote Center agreement, etc.)	Precincts w/I Vote Center Range	TOTAL # PEVL Voters w/I Precincts	TOTAL # Reg Voters in Precincts	Maximum # Voters @ Vote Center	2014 General Turnout @ Polls	2012 General (Pres.) Turnout @ Polls	110% of 2012 Presidential Turnout @ Polls	Comments	Poll Workers (Estimate)	IT / Trouble-shooters (Estimate)	Tablets	Express Link	Express Voter (ADA/HAVA Compliant)	DS200s	Tablets	Express Link	Express Voter (ADA/HAVA Compliant)	DS200s
VC1	2	Douglas	Regional Service Center	09 DO Calvary 10 DO Carlson 11 DO Castro Park 12 DO Gadsden 13 DO Sunnyside 20 Pirtleville	612 922 904 621 658 625	1405 1876 1988 1408 1639 1378	793 954 1084 787 981 <u>753</u> 5352	203 266 182 142 180 <u>181</u> 1154	385 462 456 317 413 <u>367</u> 2400	2640	VC likely to attract County workers, Border Patrol and College employees.	12	2	4	4	11	2	1	1	2	1
VC2	2	Bisbee	BOS Hearing Room / Lobby & Hearing Room	04 BI Bisbee 05 BI Don Luis 06 BI Warren 18 Naco	662 637 684 259	1451 1504 1512 684	789 867 828 <u>425</u> 2909	251 286 325 <u>76</u> 938	436 444 463 <u>189</u> 1532	1685	VC likely to attract Webb & McNeal voters + County workers & Border Patrol workers in addition to locals.	12	1	2	2	7	2	1	1	2	1
VC3	2	Tombstone	American Legion Hall	44 Tombstone	623	1711	<u>1088</u>	465	707	778		12		1	1	3	1	1	1	2	1
VC4	3	Willcox	County Service Center / Willcox	47 WI Kansas Settlement 48 WI Stewart 49 WI Willcox	570 523 414	1521 1226 1135	1464 703 <u>721</u> 2888	324 256 187 767	525 436 <u>369</u> 1330	1463	VC likely to attract County workers and Border Patrol workers in addition to locals.	12	1	2	2	6	2	1	1	1	1
VC5	3	Benson	Benson School District Office	01 BE Benson 02 BE J-Six 03 BE San Pedro 21 Pomerene 24 St David	746 1012 869 509 1057	1607 1859 1808 1045 1930	861 847 939 536 <u>873</u> 4056	283 280 262 191 <u>348</u> 1364	459 495 495 339 <u>555</u> 2343	2577	VC likely to attract County workers, Border Patrol and College employees.	12	1	3	3	10	2	1	1	2	1
VC6	3	Huachuca City / Whetstone	Huachuca City Community Ctr.	16 Huachuca 46 Whetstone	391 893	1210 2303	819 <u>1410</u> 2229	223 445 668	394 <u>777</u> 1171	1288		12	1	2	2	5	1	1	1	2	1
VC7	1 & 3	Sierra Vista - North A (North of Fry Blvd)	Saint Andrews Kino Hall	29 SV Carmelita 39 SV Soldier Creek 42 SV Vista Village	461 937 714	1305 3335 1915	844 2398 <u>1201</u> 4443	199 374 <u>338</u> 911	298 777 <u>589</u> 1664	1830		20	2	2	2	7	2	1	1	2	1
VC8	1	Sierra Vista - North B (North of Fry Blvd & East of Coronado)	Cochise College / Sierra Vista	26 SV Avenida del Sol 30 SV Cloud 31 SV College 35 SV Moson 36 SV Pueblo del Sol	1067 325 800 845 656	2261 1088 2047 2009 1621	1194 763 1247 1164 <u>965</u> 5333	373 144 294 451 <u>277</u> 1539	611 295 619 723 <u>481</u> 2729	3002		20	2	4	4	12	3	1	1	2	1
VC9	1	Sierra Vista - Central (S of Fry Blvd and N of Greenbrier)	Methodist Church	28 SV Busby 34 SV Hopi 38 SV Snyder 40 SV Town & Country 41 SV Village Meadows	854 719 474 908 1078	2002 1974 1289 2081 2421	1148 1255 815 1173 <u>1343</u> 5734	305 262 256 405 <u>401</u> 1629	522 544 427 640 <u>714</u> 2847	3132		20	2	4	4	13	3	1	1	2	1
VC10	1 & 2	Sierra Vista - Southern (South of Greenbrier)	Forest Service Bldg / Hwy 92	27 SV Buffalo Soldier 32 SV Country Club 33 SV Estates 43 SV Yaqui	1184 1336 793 1057	2932 2421 1860 2192	1748 1085 1067 <u>1135</u> 5035	587 421 295 <u>513</u> 1816	956 650 534 <u>720</u> 2860	3146		20	2	4	4	13	3	1	1	2	1
VC11	1	Sierra Vista - Southeast	Palominas Fire Training Ctr.	14 Greater San Pedro 15 Hereford 19 Palominas 37 SV Ramsey	811 965 649 700	1801 1889 1424 1502	990 924 775 <u>802</u> 3491	272 328 294 <u>295</u> 1189	562 522 442 <u>500</u> 2026	2229		15	2	3	3	9	2	1	1	4	1
											Total Vote Center Workers:	167	16	31	31	96	23	1	1	3	1
																		1	1	2	1

[illegible]

Elections & Special Districts

Regular Board of Supervisors Meeting

Meeting Date: 05/19/2015

Approve the acquisition of the ES&S election system hardware and software.

Submitted By: Anne Macak, Elections & Special Districts

Department: Elections & Special Districts

Presentation:

Document Signatures:

Recommendation:

of ORIGINALS 2
Submitted for Signature:NAME
of PRESENTER:TITLE
of PRESENTER:

Mandated Function?:

Source of Mandate
or Basis for Support?:

Docket Number (If applicable):

Information

Agenda Item Text:

Approve the acquisition of the Election Systems & Software (ES&S) election system, as directed by the Board, and authorize the Elections Director to prepare a Requisition for the Purchase Order and to sign the Software License Agreement and the Maintenance & Service Agreement, once finalized.

Background:

Following the 2014 election cycle, Elections staff were directed to investigate elections solutions to improve the voter experience for Cochise County voters for future elections, including the implementation of a new elections system (hardware and software). Existing election equipment has outlived its useful life and several problems occurred during the 2014 election cycle, which caused a delay in posting results. After conducting due diligence regarding available election system solutions, staff is recommending the acquisition of the ES&S election system (hardware and software). The system is fully certified for use by the Arizona Secretary of State. The system is a complete end-to-end elections business solution and will provide numerous improvements over the current system. Specific improvements include:

- > the ability for staff to do the programming and layout of ballots for an election (saving ongoing programming costs);
- > the ability to ensure that every voter at the polling places receives exactly the right ballot without the need for a poll worker to make a determination about which ballot style should be given to a particular voter (eliminating a recurring problem in past elections);
- > new touch-screen technology that will make it easier for voters to mark their ballots (improved voter service and a reduction in printing costs because we will not print polling place ballots);
- > a high-speed optical scanner for counting early ballots that can process 200+ ballots per minute ensuring that all Early ballots processed by the Recorders and received in Elections by Election Day will be counted before the close of polls.

Staff has been working with the vendor to determine the number of each machine required in order to conduct elections. The number of machines to be acquired is dependent upon the approach to voting. For example, if the Board approves the use of Vote Centers, less equipment will be needed than if we continue to equip 49 separate precinct polling places, thus making Vote Centers a more economical approach to voting. A preliminary planning spreadsheet showing how many Vote Centers will be needed and where prospective Vote Centers could be located, is attached. It was necessary to do this workup in order to determine the number of the various types of voting equipment that should be ordered. While the ultimate determination about where Vote Centers will actually be located will be resolved at a future Board meeting, staff has worked closely with the vendor regarding equipment needs and believes that the equipment listed in the Quote #3 is adequate to equip a sufficient number of Vote Centers for Cochise County, regardless of where they are established.

Department's Next Steps (if approved):

After the Board determines whether to move forward with Vote Centers, and approves the acquisition of the election system, staff will work with the vendor to fine tune the number of each machine, ensure credit is obtained for all existing equipment being repurchased by ES&S and resolve any of the County's legal concerns with the software license contract; staff is also obtaining a discounted price for the Maintenance & Software Agreement, provided a five-year M&S Agreement is signed. Once that is accomplished, a Requisition will be completed to issue a Purchase Order for the hardware and software.

Impact of NOT Approving/Alternatives:

Existing equipment and tabulation software will be used for the 2016 election cycle.

To BOS Staff: Document Disposition/Follow-Up:

N/A

Budget Information

Information about available funds

Budgeted: ☐Funds Available: ☒

Amount Available: 1,000,000.00

Unbudgeted: ☒Funds NOT Available: ☐Amendment: ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Fiscal Year: 2015

One-time Fixed Costs? (\$\$\$): \$950,000

Ongoing Costs? (\$\$\$): \$66,000

County Match Required? (\$\$\$):

A-87 Overhead Amt? (Co. Cost Allocation \$\$\$):

Source of Funding?:

Fiscal Impact & Funding Sources (if known):

The recommendation is to do an outright purchase of equipment needed for equipping Vote Centers, if the Board approves the use of Vote Centers. The quoted cost for this purchase is \$880,000 plus Sales Tax. There will also be some miscellaneous supplies needed for equipment operation which will be purchased with the initial system.

If the Board does not approve the use of Vote Centers, then staff recommends a short-term (3-yr) lease of the equipment necessary to equip 49 separate polling locations.

Costs for each option are shown in the attached quotes from the vendor; quotes do not include Sales Tax.

Attachments

Equipment Needs Vote Centers vs 49 Polling Locations

49 Precinct Costs Outright Purchase

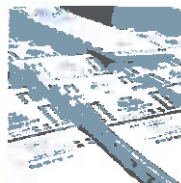
49 Precincts Lease Option

Vote Centers Outright Purchase

Vote Centers Lease Option

COCHISE COUNTY 2016 ELECTION - Vote Centers & Precincts Model												STAFFING		VOTE CENTER EQUIPMENT				PRECINCT EQUIPMENT			
Vote Ctr #	Supervsr District	Vote Center Area	Vote Center Location (Target Locations - Need to do ADA screening; obtain Vote Center agreement, etc.)	Precincts w/I Vote Center Range	TOTAL # PEVL Voters w/I Precincts	TOTAL # Reg Voters in Precincts	Maximum # Voters @ Vote Center	2014 General Turnout @ Polls	2012 General (Pres.) Turnout @ Polls	110% of 2012 Presidential Turnout @ Polls	Comments	Poll Workers (Estimate)	IT / Trouble-shooters (Estimate)	Tablets	Express Link	Express Voter (ADA/HAVA Compliant)	DS200s	Tablets	Express Link	Express Voter (ADA/HAVA Compliant)	DS200s
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VC2	2	Bisbee	BOS Hearing Room / Lobby & Hearing Room	04 BI Bisbee 05 BI Don Luis 06 BI Warren 18 Naco	662 637 684 259	1451 1504 1512 684	789 867 828 425 2909	251 286 325 76 938	436 444 463 189 1532	1685	VC likely to attract Webb & McNeal voters + County workers & Border Patrol workers in addition to locals.	12	1	2	2	7	2	1	1	2	1
VC3	2	Tombstone	American Legion Hall	44 Tombstone	623	1711	1088	465	707	778		12		1	1	3	1	1	1	2	1
VC4	3	Willcox	County Service Center / Willcox	47 WI Kansas Settlement 48 WI Stewart 49 WI Willcox	570 523 414	1521 1226 1135	1464 703 721 2888	324 256 187 767	525 436 369 1330	1463	VC likely to attract County workers and Border Patrol workers in addition to locals.	12	1	2	2	6	2	1	1	1	1
VC5	3	Benson	Benson School District Office	01 BE Benson 02 BE J-Six 03 BE San Pedro 21 Pomerene 24 St David	746 1012 869 509 1057	1607 1859 1808 1045 1930	861 847 939 536 873 4056	283 280 262 191 348 1364	459 495 495 339 555 2343	2577	VC likely to attract County workers, Border Patrol and College employees.	12	1	3	3	10	2	1	1	2	1
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VC7	1 & 3	Sierra Vista - North A (North of Fry Blvd)	Saint Andrews Kino Hall	29 SV Carmelita 39 SV Soldier Creek 42 SV Vista Village	461 937 714	1305 3335 1915	844 2398 1201 4443	199 374 338 911	298 777 589 1664	1830		20	2	2	2	7	2	1	1	2	1
VC8	1	Sierra Vista - North B (North of Fry Blvd & East of Coronado)	Cochise College / Sierra Vista	26 SV Avenida del Sol 30 SV Cloud 31 SV College 35 SV Moson 36 SV Pueblo del Sol	1067 325 800 845 656	2261 1088 2047 2009 1621	1194 763 1247 1164 965 5333	373 144 294 451 277 1539	611 295 619 723 481 2729	3002		20	2	4	4	12	3	1	1	2	1
VC9	1	Sierra Vista - Central (S of Fry Blvd and N of Greenbrier)	Methodist Church	28 SV Busby 34 SV Hopi 38 SV Snyder 40 SV Town & Country 41 SV Village Meadows	854 719 474 908 1078	2002 1974 1289 2081 2421	1148 1255 815 1173 1343 5734	305 262 256 405 401 1629	522 544 427 640 714 2847	3132		20	2	4	4	13	3	1	1	2	1
VC10	1 & 2	Sierra Vista - Southern (South of Greenbrier)	Forest Service Bldg / Hwy 92	27 SV Buffalo Soldier 32 SV Country Club 33 SV Estates 43 SV Yaqui	1184 1336 793 1057	2932 2421 1860 2192	1748 1085 1067 1135 5035	587 421 295 513 1816	956 650 534 720 2860	3146		20	2	4	4	13	3	1	1	2	1
VC11	1	Sierra Vista - Southeast	Palominas Fire Training Ctr.	14 Greater San Pedro 15 Hereford 19 Palominas 37 SV Ramsey	811 965 649 700	1801 1889 1424 1502	990 924 775 802 3491	272 328 294 295 1189	562 522 442 500 2026	2229		15	2	3	3	9	2	1	1	4	1
											Total Vote Center Workers:	167	16	31	31	96	23	1	1	3	1
																		1	1	2	1
Precinct #		Precinct Area	Precinct Location															1	1	2	1
7	3	Bowie	Bowie JP6 Courtroom		131	321		63	99	109		5		1	1	2	1	1	1	2	1

8 & 25	3	Cochise Stronghold & Sunizona	Sunsites Community Center		1135	2238		434	673	740		6	2	1	1	3	1	1	1	3	1	
17	2	McNeal	Valley Bible Church		435	975		212	301	331		5		1	1	2	1	1	1	3	1	
22	2	Portal	Portal Fire Station		174	296		55	85	94		5		1	1	2	1	1	1	1	1	
23	3	San Simon	San Simon Fire Station		110	238		51	98	108		5		1	1	2	1	1	1	3	1	
45	2	Webb	Elfrida Community Center		260	654		138	242	266		5		1	1	2	1	1	1	2	1	
					2245	4722		953	1498									1	1	4	1	
											Total Precinct Wrkrs:	31	2	6	6	13	6	2	2	1	1	
											Equipment Suggestion Totals			37	37	109	29	2	2	4	1	
											Additional 10% as Extras			4	4	11	3	2	2	3	1	
											Total Equipment			41	41	120	32	2	2	3	1	
											Total Temporary Staff:	198	18					2	2	2	1	
																		2	2	3	1	
																		2	2	4	1	
																		2	2	3	1	
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																		1	1	3	1	
																		1	1	2	1	
																		1	1	2	1	
																		1	1	2	1	
																		56	56	125	48	
																		Additional 10%	6	6	13	5
																		Grand Total	62	62	138	53

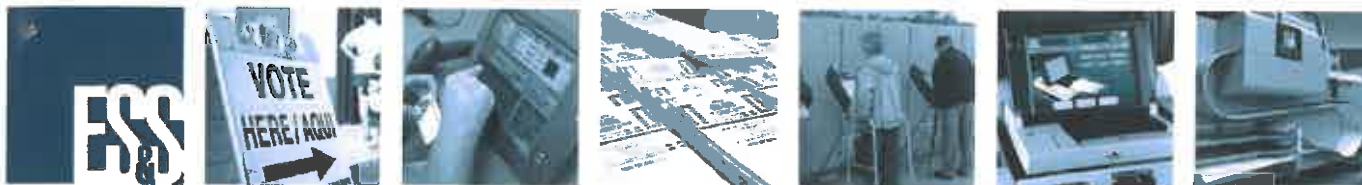


①

Cochise County, Arizona
Purchase, Lease/Purchase Proposal Quote - Option A
Submitted by Election Systems & Software

Purchase Solution Includes:

<u>Quantity</u>	<u>Item Description</u>	<u>Unit Price</u>	<u>Total Price</u>
Hardware			
Tabulation Hardware:			
Model DS200 Precinct Scanner:			
53	Model DS200 (Includes Scanner, Plastic Ballot Box with Steel Door and e-Bin, Reverse Wound Paper Roll and 4GB Jump Drive)	\$5,750.00	\$304,750.00
Model DS850 High Speed Digital Image Scanner:			
1	Model DS850 (Includes Scanner, Steel Table/Cart, Start-up Kit, Dust Cover, Reports Printer, Audit Printer, Battery Backup, Two (2) USB Cables, and Three (3) 8GB Thumbdrives)	\$111,500.00	\$111,500.00
1	DS850 Annual License Fee	N/A	Included
1	Installation/Training Fee (1st Unit)	\$3,500.00	\$3,500.00
ExpressVote:			
141	ExpressVote Unit Including Soft-Sided Case, Detachable ADA Keypad, 4GB Flash Drive, and Headphones	\$3,500.00	\$493,500.00
62	ExpressLink Printer	\$725.00	\$44,950.00
53	DS200 Paper Guide		Included
Poll Book Hardware:			
62	ExpressPoll Tablet with Barcode Scanning and Signature Capture Capabilities. Includes Tablet Protector Sleeve, Z-Stand, Stylus with Tether, Micro-SD Card w/SD Adapter, 16GB Thumb Drive, USB Dongle, USB Power Cable, Carrying Case, ExpressPoll Software, and Loading of Software on the Unit.	\$865.00	\$53,630.00
62	Printer with USB Cable, Paper Roll, and Battery Backup	\$412.00	\$25,544.00
62	Mobile Broadband Router with Enterprise Cloud License (CradlePoint 1200)	\$264.00	\$16,368.00
Software			
Tabulation Software:			
1	Electionware Software - PYO Standard (Base Package)	\$20,345.00	\$20,345.00
1	Synthesized Audio Capability - English Language	\$6,397.00	\$6,397.00
1	Synthesized Audio Capability - Each Additional Language	\$1,394.00	\$1,394.00
Third Party Products			
1	EMS Workstations	\$5,027.00	\$5,027.00
Poll Book Software:			
1	CentralPoint Software License and Hosting Fee. Requires Internet Explorer 10 or above.	\$5,815.00	\$5,815.00
Services			
Tabulation System Services:			
19	Implementation Services (Does not include Coding, Voice Files or Ballots)	\$1,575.00	\$29,925.00
X	Project Management		
X	Equipment Operations Training		
X	Poll Worker Train-the-Trainer		
X	Software Training		
X	Network Installation - ES&S In House & Shipped	N/A	\$1,300.00
4	First Election On-Site Support (One Event includes a person on-site the day before, day of, and day after election)	\$4,125.00	\$16,500.00
X	Installation/Acceptance Testing	N/A	\$20,900.00



Cochise County, Arizona

Purchase, Lease/Purchase Proposal Quote - Option A

Submitted by Election Systems & Software

Poll Book System Services:

1	Project Management - Initial Kick-Off and Process Consultation	\$1,575.00	\$1,575.00
1	Project Management	\$1,575.00	\$1,575.00
1	On-Site Support (3 Consecutive Days)	\$4,125.00	\$4,125.00
	Web-Ex Training for CentralPoint (Class Size of 10 Participants)	\$1,000.00	\$1,000.00
	EZRoster Software Training	\$1,575.00	\$1,575.00

X	Acceptance Testing	N/A	\$2,050.00
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Shipping & Other

X	Shipping and Handling	N/A	\$9,880.00
X	1 Year Hardware and Software Warranty	N/A	Included

Trade-In Allowance. Equipment Being Traded-In by Customer Includes:

N/A (\$53,700.00)

70-Model 100 Scanner

70-Model 100 Ballot Box

1-Model 650 Scanner - Visible Green

56-AutoMARK

Total Purchase Price for Option A

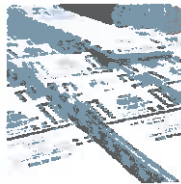
\$1,129,425.00

Lease/Purchase Financing Options:		Annual Pmt
Annual Payment for a Three (3) Year Term		\$402,286.06
Annual Payment for a Four (4) Year Term		\$312,654.40
Annual Payment for a Five (5) Year Term		\$259,364.35

Lease/Purchase Financing Notes:

1. ES&S is able to provide direct financing for the Total Purchase Price through its affiliate, Nationwide Capital.
2. First Payment due at contract execution and annually thereafter.
3. Payments do not include Annual Post-Warranty License and Maintenance and Support Fees which will be invoiced separately.

Optional (O), Replacement (R), and Consumable (C) Items:	(O), (R), or (C)	Unit Price
Tabulation System:		
DS200:		
Paper Roll	C	\$1.00
Ballot Marking Pens	C	\$0.89
DS200 Back-Up Battery (Installed by Trained ES&S Personnel Only)-Price if Performed During a Scheduled Preventative Maintenance Visit	C	\$130.00
Note: Average Battery Life of Five (5) Years		
DS200 Coin Cell Motherboard Battery (Installed by Trained ES&S Personnel Only)-Price if Performed During a Scheduled Preventative Maintenance Visit	C	\$10.00
Note: Average Battery Life of Five (5) Years		
Tote Bin for DS200 Plastic Ballot Box	O	\$225.00
DS200 4GB Thumb Drive (Additional)	O	\$105.00
DS200 Ballot Box Key	R	\$0.25
DS200 External Power Supply	O	\$80.95
DS200 Unit Key	R	\$4.25
DS200 AC Power Cord	R	\$4.00
DS850:		
Okidata B430DN Toner	C	\$102.86
ML420 Printer Ribbon	C	\$14.38
1-Part Printer Paper	C	\$44.90
8 1/2" x 11" Standard Printer Paper (500 Sheets)	C	\$3.30



Cochise County, Arizona

Purchase, Lease/Purchase Proposal Quote - Option A

Submitted by Election Systems & Software

UPS Battery Backup	C	\$300.00
Note: Average Battery Life of Three (3) to Five (5) Years depending upon usage		
Motherboard Battery (Installed by Trained ES&S Personnel Only)-Price if Performed During a Scheduled Preventative Maintenance Visit	C	\$10.00
Note: Six (6) to Ten (10) year life		
DS850 8GB Thumb Drive (Additional)	O	\$152.34

ExpressVote:

Therman Activation Cards (Sold in packages of 250)		
ExpressVote Thermal Activation Card-11 inch	C	\$22.50
ExpressVote Thermal Activation Card-14 inch	C	\$23.75
ExpressVote Thermal Activation Card-17 inch	C	\$26.25
ExpressVote Thermal Activation Card-19 inch	C	\$30.00
Headphone	C	\$5.00
Headphone Sanitary Ear Cover	C	\$0.18
ExpressVote 4GB Thumb Drive (Additional)	O	\$105.00
ExpressVote Back-Up Battery (Installed by Trained ES&S Personnel Only)-Price if Performed During a Scheduled Preventative Maintenance Visit	C	\$130.00
Note: Average Battery Life of Five (5) Years		
ExpressVote Coin Cell Battery (Installed by Trained ES&S Personnel Only)-Price if Performed During a Scheduled Preventative Maintenance Visit	C	\$10.00
Note: Average Battery Life of Five (5) Years		

General Supplies:

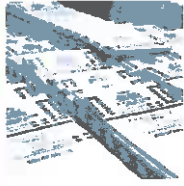
Touch Screen Cleaning Kit	C	\$7.75
Wire Roto 8" Toolless Seal (Used if sealing the flashcard door)	C	\$0.49
ADA Stylus-Ball Gripper w/tip	R	\$5.30
Alcohol Isopropyl	C	\$3.65
Canned Air	C	\$4.75

Poll Book System:

16GB Micro-SD Card w/SD Adapter (Additional)	O	\$12.00
16GB Thumb Drive (Additional)	O	\$10.00
Printer Battery Charging Station (1 unit)	O	\$95.00
Printer Battery Charging Station (4 unit)	O	\$190.00
Replacement Battery for Printer	C	\$55.30
Printer Paper Roll	C	\$3.45
Replacement Stylus	R	\$6.00
Replacement Tether	R	\$11.00
Mag-Stripe Reader	O	\$62.00
4-Port USB Hub (Required if using any peripheral item with the tablet)	O	\$18.00
8-Port Switch (Required if more than one poll book in a location and no router)	O	\$56.00
PLB Coil Tether Adapter w/Detach	R	\$4.80
Anti-Glare Screen Protector	O/C	\$10.65
Power Strip	R	\$31.25
Micro SD Card Security Seal	O/C	\$0.35
Tablet Protector Sleeve	O/R	\$2.85

Notes:

1. Unit Price does not include shipping and handling which will be billed separately.
2. We have included pricing for the most commonly requested optional items and consumable items purchased from ES&S in support of the specific equipment offerings. There may be other items the County may want to purchase that are not listed above. Should the County decide to order any product not listed in our above pricing, ES&S will invoice the County at the then current price.
3. Pricing is subject to change without notice.



Cochise County, Arizona

Purchase, Lease/Purchase Proposal Quote - Option A

Submitted by Election Systems & Software

Initial Post-Warranty License and Maintenance and Support Fees

	Description	Unit Price	Total Price
Annual Post-Warranty Hardware Maintenance and Support Fees:			
53	HMA DS200 - Silver Coverage (Maintenance Once Every 24-Months)	\$125.00	\$6,625.00
1	HMA DS850 - Gold Coverage (Annual Maintenance)	\$3,900.00	\$3,900.00
141	HMA ExpressVote - Silver Coverage (Maintenance Once Every 24-Months)	\$75.00	\$10,575.00
Annual Post-Warranty Firmware License and Maintenance and Support Fees:			
53	Firmware License - DS200	\$75.00	\$3,975.00
1	Firmware License - DS850	\$1,500.00	\$1,500.00
141	Firmware License - ExpressVote	\$60.00	\$8,460.00
62	ExpressPoll Software License and Maintenance and Support Fee	\$99.00	\$6,138.00
Annual Post-Warranty Software License and Maintenance and Support Fees:			
1	Electionware Software - PYO Standard (Base Package)	\$20,345.00	\$20,345.00
1	Synthesized Audio Capability - English Language	\$6,397.00	\$6,397.00
1	Synthesized Audio Capability - Each Additional Language	\$1,394.00	\$1,394.00
1	CentralPoint Software License Fee and Hosting Services	\$5,815.00	\$5,815.00
Total Initial Post-Warranty License and Maintenance and Support Fees			\$75,124.00

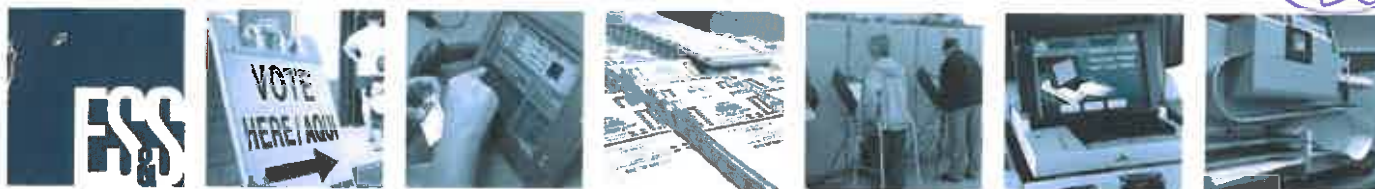
Poll Book Data Conversion Fees

Description	Unit Price
Set-Up/Configuration Fee	\$500.00
Includes Data Analysis, Delivery of Sample Data, and Delivery of Final Data	
Configuration File Customization	
- Screen Customization	
- Options Setting	
Testing/Validation	
- Validation of Final Record Counts	
- Baseline Validation of Application Workflows & Active Functions	
- Testing of Special Configuration or Customer Options	
Processing Fee Per Registered Voter	\$0.0125
Signature File Processing	\$0.0050
Voter Images Processing	\$0.0050
Pollbook Database Update (fee per update)	\$225.00
Post-Election Voter History Update (fee per update)	\$225.00
Custom Report Creation	Per Quote
Custom VR Voter History Import File Creation	\$300.00
Reconversion Fee	\$250.00
Pollbook Screen Revision	\$125.00
Poll Location Map Display	\$150.00
Custom Conversion per Hour	\$150.00

Footnotes:

1. This quote is an estimate and is subject to final review and approval by both ES&S and the Customer.
2. Rates valid for 60 days and thereafter may change.
3. Any applicable (City & State) sales taxes have not been included in pricing and are the responsibility of the customer.
4. The quantity of service days reflects a reasonable estimate for implementation and selected ongoing election services. Quantities may change depending on specific Customer needs.
5. Customer is responsible for packaging the trade-in equipment for shipment as well as coordination and cost associated with shipping such equipment to ES&S's designated location, unless otherwise agreed to by the parties.

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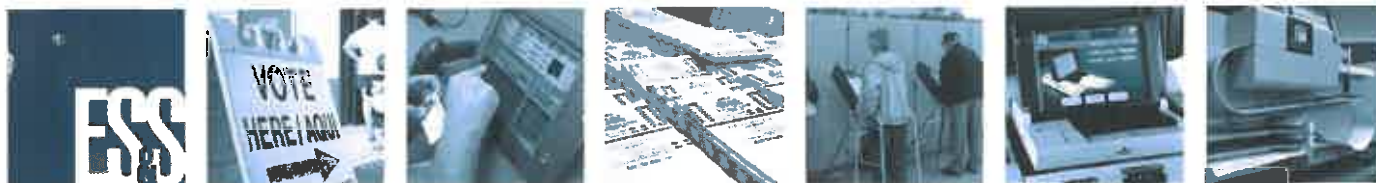


Cochise County, Arizona
Lease Proposal Quote - Option A
Submitted by Election Systems & Software

Lease Solution Includes:

<u>Quantity</u>	<u>Item Description</u>	<u>Unit Price</u>	<u>Total Price</u>
Hardware			
Tabulation Hardware:			
Model DS200 Precinct Scanner:			
53	Model DS200 (Includes Scanner, Plastic Ballot Box with Steel Door and e-Bin, Reverse Wound Paper Roll and 4GB Jump Drive)	\$1,397.00	\$74,041.00
Model DS850 High Speed Digital Image Scanner:			
1	Model DS850 (Includes Scanner, Steel Table/Cart, Start-up Kit, Dust Cover, Reports Printer, Audit Printer, Battery Backup, Two (2) USB Cables, and Three (3) 8GB Thumbdrives)	\$28,312.00	\$28,312.00
1	DS850 Annual License Fee		Included
1	Installation/Training Fee (1st Unit)	\$3,500.00	\$3,500.00
ExpressVote:			
141	ExpressVote Unit Including Soft-Sided Case, Detachable ADA Keypad, 4GB Flash Drive, and Headphones	\$861.00	\$121,401.00
62	ExpressLink Printer	\$156.00	\$9,672.00
53	DS200 Paper Guide	N/A	Included
Software			
Tabulation Software:			
1	Electionware Software - PYO Standard (Base Package)	\$20,345.00	\$20,345.00
1	Synthesized Audio Capability - English Language	\$6,397.00	\$6,397.00
1	Synthesized Audio Capability - Each Additional Language	\$1,394.00	\$1,394.00
Third Party Products			
1	EMS Workstations	\$5,027.00	\$5,027.00
Services			
Tabulation System Services:			
19	Implementation Services (Does not include Coding, Voice Files or Ballots)	\$1,575.00	\$29,925.00
X	Project Management		
X	Equipment Operations Training		
X	Poll Worker Train-the-Trainer		
X	Software Training		
X	Network Installation - ES&S In House & Shipped	N/A	\$1,300.00
4	First Election On-Site Support (One Event includes a person on-site the day before, day of, and day after election)	\$4,125.00	\$16,500.00
X	Installation/Acceptance Testing	N/A	\$20,900.00
Shipping & Other			
X	Shipping and Handling	N/A	\$9,060.00
X	1 Year Hardware and Software Warranty	N/A	Included
	Trade-In Allowance. Equipment Being Traded-In by Customer Includes:	N/A	(\$26,850.00)
	70-Model 100 Scanner		
	70-Model 100 Ballot Box		
	1-Model 650 Scanner - Visible Green		
	56-AutoMARK		
Initial Lease Fees for Option A			\$320,924.00

Annual Lease Payments:	Payment Amount
Initial Lease Payment Due At Contract Execution	\$320,924.00
Lease Payment Due Annually Thereafter for the Five (5) Year Term	\$261,562.00
Total of the Five (5) Payments for the Five (5) Year Lease Term	\$1,367,172.00



Cochise County, Arizona
Lease Proposal Quote - Option A
Submitted by Election Systems & Software

Optional (O), Replacement (R), and Consumable (C) Items:	(O), (R), or (C)	Unit Price
Tabulation System:		
DS200:		
Paper Roll	C	\$1.00
Ballot Marking Pens	C	\$0.89
DS200 Back-Up Battery (Installed by Trained ES&S Personnel Only)-Price if Performed During a Scheduled Preventative Maintenance Visit	C	\$130.00
Note: Average Battery Life of Five (5) Years		
DS200 Coin Cell Motherboard Battery (Installed by Trained ES&S Personnel Only)-Price if Performed During a Scheduled Preventative Maintenance Visit	C	\$10.00
Note: Average Battery Life of Five (5) Years		
Tote Bin for DS200 Plastic Ballot Box	O	\$225.00
DS200 4GB Thumb Drive (Additional)	O	\$105.00
DS200 Ballot Box Key	R	\$0.25
DS200 External Power Supply	O	\$80.95
DS200 Unit Key	R	\$4.25
DS200 AC Power Cord	R	\$4.00
DS850:		
Okidata B430DN Toner	C	\$102.86
ML420 Printer Ribbon	C	\$14.38
1-Part Printer Paper	C	\$44.90
8 1/2" x 11" Standard Printer Paper (500 Sheets)	C	\$3.30
UPS Battery Backup	C	\$300.00
Note: Average Battery Life of Three (3) to Five (5) Years depending upon usage		
Motherboard Battery (Installed by Trained ES&S Personnel Only)-Price if Performed During a Scheduled Preventative Maintenance Visit	C	\$10.00
Note: Six (6) to Ten (10) year life		
DS850 8GB Thumb Drive (Additional)	O	\$152.34
ExpressVote:		
Therman Activation Cards (Sold in packages of 250)		
ExpressVote Thermal Activation Card-11 inch	C	\$22.50
ExpressVote Thermal Activation Card-14 inch	C	\$23.75
ExpressVote Thermal Activation Card-17 inch	C	\$26.25
ExpressVote Thermal Activation Card-19 inch	C	\$30.00
Headphone	C	\$5.00
Headphone Sanitary Ear Cover	C	\$0.18
ExpressVote 4GB Thumb Drive (Additional)	O	\$105.00
ExpressVote Back-Up Battery (Installed by Trained ES&S Personnel Only)-Price if Performed During a Scheduled Preventative Maintenance Visit	C	\$130.00
Note: Average Battery Life of Five (5) Years		
ExpressVote Coin Cell Battery (Installed by Trained ES&S Personnel Only)-Price if Performed During a Scheduled Preventative Maintenance Visit	C	\$10.00
Note: Average Battery Life of Five (5) Years		
General Supplies:		
Touch Screen Cleaning Kit	C	\$7.75
Wire Roto 8" Toolless Seal (Used if sealing the flashcard door)	C	\$0.49
ADA Stylus-Ball Gripper w/tip	R	\$5.30
Alcohol Isopropyl	C	\$3.65
Canned Air	C	\$4.75

Notes:

1. Unit Price does not include shipping and handling which will be billed separately.
2. We have included pricing for the most commonly requested optional items and consumable items purchased from ES&S in support of the specific equipment offerings. There may be other items the County may want to purchase that are not listed above. Should the County decide to order any product not listed in our above pricing, ES&S will invoice the County at the then current price.
3. Pricing is subject to change without notice.

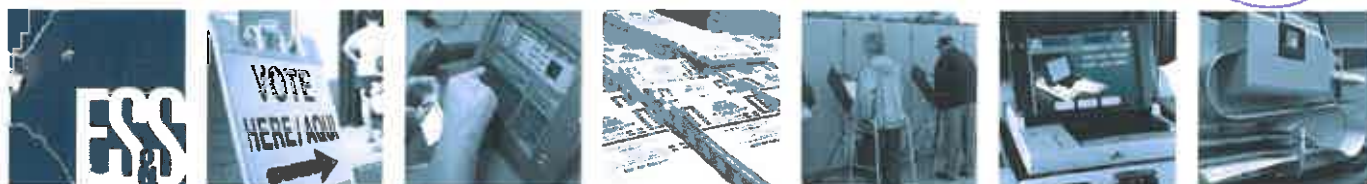


Cochise County, Arizona
Lease Proposal Quote - Option A
Submitted by Election Systems & Software

Footnotes:

1. This quote is an estimate and is subject to final review and approval by both ES&S and the Customer.
2. Rates valid for 60 days and thereafter may change.
3. Any applicable (City & State) sales taxes have not been included in pricing and are the responsibility of the customer.
4. The quantity of service days reflects a reasonable estimate for implementation and selected ongoing election services. Quantities may change depending on specific Customer needs.
5. Customer is responsible for packaging the trade-in equipment for shipment as well as coordination and cost associated with shipping such equipment to ES&S's designated location, unless otherwise agreed to by the parties.

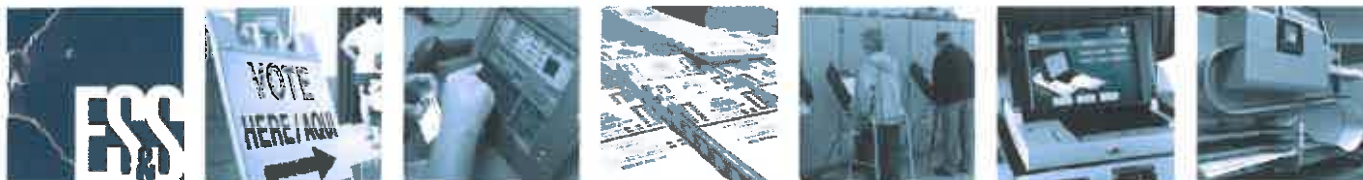
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Cochise County, Arizona
Purchase, Lease/Purchase Proposal Quote - Option B
Submitted by Election Systems & Software

Purchase Solution Includes:

<u>Quantity</u>	<u>Item Description</u>	<u>Unit Price</u>	<u>Total Price</u>
Hardware			
Tabulation Hardware:			
Model DS200 Precinct Scanner:			
32	Model DS200 (Includes Scanner, Plastic Ballot Box with Steel Door and e-Bin, Reverse Wound Paper Roll and 4GB Jump Drive)	\$5,750.00	\$184,000.00
Model DS850 High Speed Digital Image Scanner:			
1	Model DS850 (Includes Scanner, Steel Table/Cart, Start-up Kit, Dust Cover, Reports Printer, Audit Printer, Battery Backup, Two (2) USB Cables, and Three (3) 8GB Thumbdrives)	\$111,500.00	\$111,500.00
1	DS850 Annual License Fee	N/A	Included
1	Installation/Training Fee (1st Unit)	\$3,500.00	\$3,500.00
ExpressVote:			
120	ExpressVote Unit Including Soft-Sided Case, Detachable ADA Keypad, 4GB Flash Drive, and Headphones	\$3,500.00	\$420,000.00
41	ExpressLink Printer	\$725.00	\$29,725.00
32	DS200 Paper Guide		Included
Poll Book Hardware:			
41	ExpressPoll Tablet with Barcode Scanning and Signature Capture Capabilities. Includes Tablet Protector Sleeve, Z-Stand, Stylus with Tether, Micro-SD Card w/SD Adapter, 16GB Thumb Drive, USB Dongle, USB Power Cable, Carrying Case, ExpressPoll Software, and Loading of Software on the Unit.	\$865.00	\$35,465.00
41	Printer with USB Cable, Paper Roll, and Battery Backup	\$412.00	\$16,892.00
41	Mobile Broadband Router with Enterprise Cloud License (CradlePoint 1200)	\$264.00	\$10,824.00
Software			
Tabulation Software:			
1	Electionware Software - PYO Standard (Base Package)	\$20,345.00	\$20,345.00
1	Synthesized Audio Capability - English Language	\$6,397.00	\$6,397.00
1	Synthesized Audio Capability - Each Additional Language	\$1,394.00	\$1,394.00
Third Party Products			
1	EMS Workstations	\$5,027.00	\$5,027.00
Poll Book Software:			
1	CentralPoint Software License and Hosting Fee. Requires Internet Explorer 10 or above.	\$5,815.00	\$5,815.00
Services			
Tabulation System Services:			
19	Implementation Services (Does not include Coding, Voice Files or Ballots)	\$1,575.00	\$29,925.00
X	Project Management		
X	Equipment Operations Training		
X	Poll Worker Train-the-Trainer		
X	Software Training		
X	Network Installation - ES&S In House & Shipped	N/A	\$1,300.00
4	First Election On-Site Support (One Event includes a person on-site the day before, day of, and day after election)	\$4,125.00	\$16,500.00
X	Installation/Acceptance Testing	N/A	\$16,280.00



Cochise County, Arizona
Purchase, Lease/Purchase Proposal Quote - Option B
Submitted by Election Systems & Software

Poll Book System Services:

1	Project Management - Initial Kick-Off and Process Consultation	\$1,575.00	\$1,575.00
1	Project Management	\$1,575.00	\$1,575.00
1	On-Site Support (3 Consecutive Days)	\$4,125.00	\$4,125.00
1	Web-Ex Training for CentralPoint (Class Size of 10 Participants)	\$1,000.00	\$1,000.00
1	EZRoster Software Training	\$1,575.00	\$1,575.00

X	Acceptance Testing	N/A	\$2,050.00
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Shipping & Other

X	Shipping and Handling	N/A	\$7,360.00
X	1 Year Hardware and Software Warranty	N/A	Included

Trade-In Allowance. Equipment Being Traded-In by Customer Includes:

- 70-Model 100 Scanner
- 70-Model 100 Ballot Box
- 1-Model 650 Scanner - Visible Green
- 56-AutoMARK

N/A (\$53,700.00)

Total Purchase Price for Option B

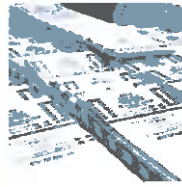
\$880,449.00

Lease/Purchase Financing Options:		Annual Pmt
Annual Payment for a Three (3) Year Term		\$313,604.15
Annual Payment for a Four (4) Year Term		\$243,731.32
Annual Payment for a Five (5) Year Term		\$202,188.79

Lease/Purchase Financing Notes:

1. ES&S is able to provide direct financing for the Total Purchase Price through its affiliate, Nationwide Capital.
2. First Payment due at contract execution and annually thereafter.
3. Payments do not include Annual Post-Warranty License and Maintenance and Support Fees which will be invoiced separately.

Optional (O), Replacement (R), and Consumable (C) Items:	(O), (R), or (C)	Unit Price
Tabulation System:		
DS200:		
Paper Roll	C	\$1.00
Ballot Marking Pens	C	\$0.89
DS200 Back-Up Battery (Installed by Trained ES&S Personnel Only)-Price if Performed During a Scheduled Preventative Maintenance Visit	C	\$130.00
Note: Average Battery Life of Five (5) Years		
DS200 Coin Cell Motherboard Battery (Installed by Trained ES&S Personnel Only)-Price if Performed During a Scheduled Preventative Maintenance Visit	C	\$10.00
Note: Average Battery Life of Five (5) Years		
Tote Bin for DS200 Plastic Ballot Box	O	\$225.00
DS200 4GB Thumb Drive (Additional)	O	\$105.00
DS200 Ballot Box Key	R	\$0.25
DS200 External Power Supply	O	\$80.95
DS200 Unit Key	R	\$4.25
DS200 AC Power Cord	R	\$4.00
DS850:		
OkiData B430DN Toner	C	\$102.86
ML420 Printer Ribbon	C	\$14.38
1-Part Printer Paper	C	\$44.90
8 1/2" x 11" Standard Printer Paper (500 Sheets)	C	\$3.30



Cochise County, Arizona
Purchase, Lease/Purchase Proposal Quote - Option B
Submitted by Election Systems & Software

UPS Battery Backup	C	\$300.00
Note: Average Battery Life of Three (3) to Five (5) Years depending upon usage		
Motherboard Battery (Installed by Trained ES&S Personnel Only)-Price if Performed During a Scheduled Preventative Maintenance Visit	C	\$10.00
Note: Six (6) to Ten (10) year life		
DS850 8GB Thumb Drive (Additional)	O	\$152.34

ExpressVote:

Therman Activation Cards (Sold in packages of 250)		
ExpressVote Thermal Activation Card-11 inch	C	\$22.50
ExpressVote Thermal Activation Card-14 inch	C	\$23.75
ExpressVote Thermal Activation Card-17 inch	C	\$26.25
ExpressVote Thermal Activation Card-19 inch	C	\$30.00
Headphone	C	\$5.00
Headphone Sanitary Ear Cover	C	\$0.18
ExpressVote 4GB Thumb Drive (Additional)	O	\$105.00
ExpressVote Back-Up Battery (Installed by Trained ES&S Personnel Only)-Price if Performed During a Scheduled Preventative Maintenance Visit	C	\$130.00
Note: Average Battery Life of Five (5) Years		
ExpressVote Coin Cell Battery (Installed by Trained ES&S Personnel Only)-Price if Performed During a Scheduled Preventative Maintenance Visit	C	\$10.00
Note: Average Battery Life of Five (5) Years		

General Supplies:

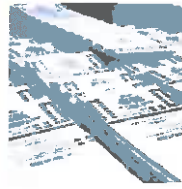
Touch Screen Cleaning Kit	C	\$7.75
Wire Roto 8" Tooless Seal (Used if sealing the flashcard door)	C	\$0.49
ADA Stylus-Ball Gripper w/tip	R	\$5.30
Alcohol Isopropyl	C	\$3.65
Canned Air	C	\$4.75

Poll Book System:

16GB Micro-SD Card w/SD Adapter (Additional)	O	\$12.00
16GB Thumb Drive (Additional)	O	\$10.00
Printer Battery Charging Station (1 unit)	O	\$95.00
Printer Battery Charging Station (4 unit)	O	\$190.00
Replacement Battery for Printer	C	\$55.30
Printer Paper Roll	C	\$3.45
Replacement Stylus	R	\$6.00
Replacement Tether	R	\$11.00
Mag-Stripe Reader	O	\$62.00
4-Port USB Hub (Required if using any peripheral item with the tablet)	O	\$18.00
8-Port Switch (Required if more than one poll book in a location and no router)	O	\$56.00
PLB Coil Tether Adapter w/Detach	R	\$4.80
Anti-Glare Screen Protector	O/C	\$10.65
Power Strip	R	\$31.25
Micro SD Card Security Seal	O/C	\$0.35
Tablet Protector Sleeve	O/R	\$2.85

Notes:

1. Unit Price does not include shipping and handling which will be billed separately.
2. We have included pricing for the most commonly requested optional items and consumable items purchased from ES&S in support of the specific equipment offerings. There may be other items the County may want to purchase that are not listed above. Should the County decide to order any product not listed in our above pricing, ES&S will invoice the County at the then current price.
3. Pricing is subject to change without notice.



Cochise County, Arizona
Purchase, Lease/Purchase Proposal Quote - Option B
Submitted by Election Systems & Software

Initial Post-Warranty License and Maintenance and Support Fees

Description		Unit Price	Total Price
Annual Post-Warranty Hardware Maintenance and Support Fees:			
32	HMA DS200 - Silver Coverage (Maintenance Once Every 24-Months)	\$125.00	\$4,000.00
1	HMA DS850 - Gold Coverage (Annual Maintenance)	\$3,900.00	\$3,900.00
120	HMA ExpressVote - Silver Coverage (Maintenance Once Every 24-Months)	\$75.00	\$9,000.00
Annual Post-Warranty Firmware License and Maintenance and Support Fees:			
32	Firmware License - DS200	\$75.00	\$2,400.00
1	Firmware License - DS850	\$1,500.00	\$1,500.00
120	Firmware License - ExpressVote	\$60.00	\$7,200.00
41	ExpressPoll Software License and Maintenance and Support Fee	\$99.00	\$4,059.00
Annual Post-Warranty Software License and Maintenance and Support Fees:			
	Electionware Software - PYO Standard (Base Package)	\$20,345.00	\$20,345.00
	Synthesized Audio Capability - English Language	\$6,397.00	\$6,397.00
	Synthesized Audio Capability - Each Additional Language	\$1,394.00	\$1,394.00
	CentralPoint Software License Fee and Hosting Services	\$5,815.00	\$5,815.00
Total Initial Post-Warranty License and Maintenance and Support Fees			\$66,010.00

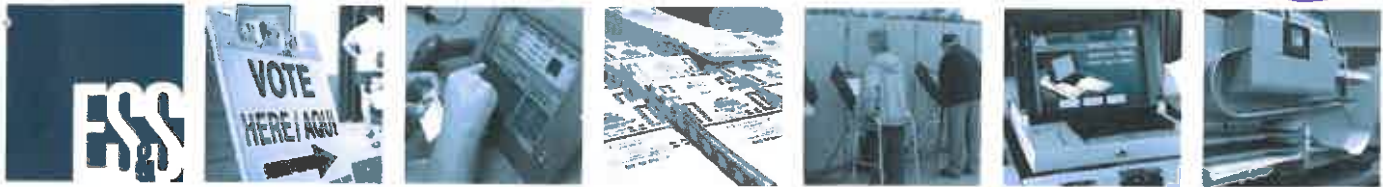
Poll Book Data Conversion Fees

Description	Unit Price
Set-Up/Configuration Fee	\$500.00
Includes Data Analysis, Delivery of Sample Data, and Delivery of Final Data	
Configuration File Customization	
- Screen Customization	
- Options Setting	
Testing/Validation	
- Validation of Final Record Counts	
- Baseline Validation of Application Workflows & Active Functions	
- Testing of Special Configuration or Customer Options	
Processing Fee Per Registered Voter	\$0.0125
Signature File Processing	\$0.0050
Voter Images Processing	\$0.0050
Pollbook Database Update (fee per update)	\$225.00
Post-Election Voter History Update (fee per update)	\$225.00
Custom Report Creation	Per Quote
Custom VR Voter History Import File Creation	\$300.00
Reconversion Fee	\$250.00
Pollbook Screen Revision	\$125.00
Poll Location Map Display	\$150.00
Custom Conversion per Hour	\$150.00

Footnotes:

1. This quote is an estimate and is subject to final review and approval by both ES&S and the Customer.
2. Rates valid for 60 days and thereafter may change.
3. Any applicable (City & State) sales taxes have not been included in pricing and are the responsibility of the customer.
4. The quantity of service days reflects a reasonable estimate for implementation and selected ongoing election services. Quantities may change depending on specific Customer needs.
5. Customer is responsible for packaging the trade-in equipment for shipment as well as coordination and cost associated with shipping such equipment to ES&S's designated location, unless otherwise agreed to by the parties.

(4)

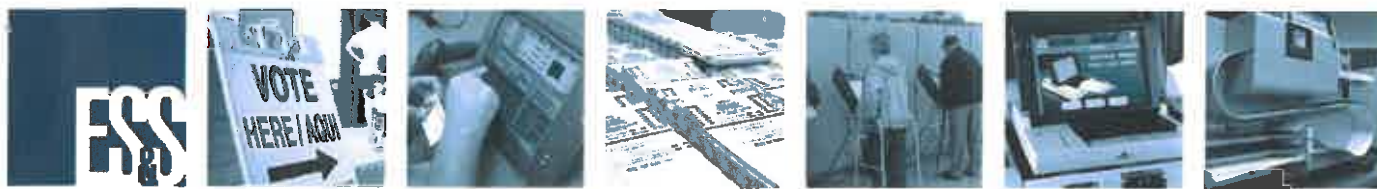


Cochise County, Arizona
Lease Proposal Quote - Option B
 Submitted by Election Systems & Software

Lease Solution Includes:

Quantity	Item Description	Unit Price	Total Price
Hardware			
Tabulation Hardware:			
Model DS200 Precinct Scanner:			
32	Model DS200 (Includes Scanner, Plastic Ballot Box with Steel Door and e-Bin, Reverse Wound Paper Roll and 4GB Jump Drive)	\$1,397.00	\$44,704.00
Model DS850 High Speed Digital Image Scanner:			
1	Model DS850 (Includes Scanner, Steel Table/Cart, Start-up Kit, Dust Cover, Reports Printer, Audit Printer, Battery Backup, Two (2) USB Cables, and Three (3) 8GB Thumbdrives)	\$28,312.00	\$28,312.00
1	DS850 Annual License Fee		Included
1	Installation/Training Fee (1st Unit)	\$3,500.00	\$3,500.00
ExpressVote:			
120	ExpressVote Unit Including Soft-Sided Case, Detachable ADA Keypad, 4GB Flash Drive, and Headphones	\$861.00	\$103,320.00
41	ExpressLink Printer	\$156.00	\$6,396.00
32	DS200 Paper Guide	N/A	Included
Software			
Tabulation Software:			
	Electionware Software - PYO Standard (Base Package)	\$20,345.00	\$20,345.00
	Synthesized Audio Capability - English Language	\$6,397.00	\$6,397.00
	Synthesized Audio Capability - Each Additional Language	\$1,394.00	\$1,394.00
Third Party Products			
	EMS Workstations	\$5,027.00	\$5,027.00
Services			
Tabulation System Services:			
19	Implementation Services (Does not include Coding, Voice Files or Ballots)	\$1,575.00	\$29,925.00
X	Project Management		
X	Equipment Operations Training		
X	Poll Worker Train-the-Trainer		
X	Software Training		
X	Network Installation - ES&S In House & Shipped	N/A	\$1,300.00
4	First Election On-Site Support (One Event includes a person on-site the day before, day of, and day after election)	\$4,125.00	\$16,500.00
X	Installation/Acceptance Testing	N/A	\$16,280.00
Shipping & Other			
X	Shipping and Handling	N/A	\$6,540.00
X	1 Year Hardware and Software Warranty	N/A	Included
Trade-In Allowance. Equipment Being Traded-In by Customer Includes:		N/A	(\$26,850.00)
70-Model 100 Scanner			
70-Model 100 Ballot Box			
1-Model 650 Scanner - Visible Green			
56-AutoMARK			
Initial Lease Fees for Option B			\$263,090.00

Annual Lease Payments:	Payment Amount
Initial Lease Payment Due At Contract Execution	\$263,090.00
Lease Payment Due Annually Thereafter for the Five (5) Year Term	\$210,868.00
Total of the Five (5) Payments for the Five (5) Year Lease Term	\$1,106,562.00

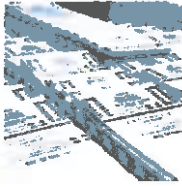


Cochise County, Arizona
Lease Proposal Quote - Option B
Submitted by Election Systems & Software

Optional (O), Replacment (R), and Consumable (C) Items:	(O), (R), or (C)	Unit Price
Tabulation System:		
DS200:		
Paper Roll	C	\$1.00
Ballot Marking Pens	C	\$0.89
DS200 Back-Up Battery (Installed by Trained ES&S Personnel Only)-Price if Performed During a Scheduled Preventative Maintenance Visit	C	\$130.00
Note: Average Battery Life of Five (5) Years		
DS200 Coin Cell Motherboard Battery (Installed by Trained ES&S Personnel Only)-Price if Performed During a Scheduled Preventative Maintenance Visit	C	\$10.00
Note: Average Battery Life of Five (5) Years		
Tote Bin for DS200 Plastic Ballot Box	O	\$225.00
DS200 4GB Thumb Drive (Additional)	O	\$105.00
DS200 Ballot Box Key	R	\$0.25
DS200 External Power Supply	O	\$80.95
DS200 Unit Key	R	\$4.25
DS200 AC Power Cord	R	\$4.00
DS850:		
OkiData B430DN Toner	C	\$102.86
ML420 Printer Ribbon	C	\$14.38
1-Part Printer Paper	C	\$44.90
8 1/2" x 11" Standard Printer Paper (500 Sheets)	C	\$3.30
UPS Battery Backup	C	\$300.00
Note: Average Battery Life of Three (3) to Five (5) Years depending upon usage		
Motherboard Battery (Installed by Trained ES&S Personnel Only)-Price if Performed During a Scheduled Preventative Maintenance Visit	C	\$10.00
Note: Six (6) to Ten (10) year life		
DS850 8GB Thumb Drive (Additional)	O	\$152.34
ExpressVote:		
Therman Activation Cards (Sold in packages of 250)		
ExpressVote Thermal Activation Card-11 inch	C	\$22.50
ExpressVote Thermal Activation Card-14 inch	C	\$23.75
ExpressVote Thermal Activation Card-17 inch	C	\$26.25
ExpressVote Thermal Activation Card-19 inch	C	\$30.00
Headphone	C	\$5.00
Headphone Sanitary Ear Cover	C	\$0.18
ExpressVote 4GB Thumb Drive (Additional)	O	\$105.00
ExpressVote Back-Up Battery (Installed by Trained ES&S Personnel Only)-Price if Performed During a Scheduled Preventative Maintenance Visit	C	\$130.00
Note: Average Battery Life of Five (5) Years		
ExpressVote Coin Cell Battery (Installed by Trained ES&S Personnel Only)-Price if Performed During a Scheduled Preventative Maintenance Visit	C	\$10.00
Note: Average Battery Life of Five (5) Years		
General Supplies:		
Touch Screen Cleaning Kit	C	\$7.75
Wire Roto 8" Tooless Seal (Used if sealing the flashcard door)	C	\$0.49
ADA Stylus-Ball Gripper w/tip	R	\$5.30
Alcohol Isopropyl	C	\$3.65
Canned Air	C	\$4.75

Notes:

1. Unit Price does not include shipping and handling which will be billed separately.
2. We have included pricing for the most commonly requested optional items and consumable items purchased from ES&S in support of the specific equipment offerings. There may be other items the County may want to purchase that are not listed above. Should the County decide to order any product not listed in our above pricing, ES&S will invoice the County at the then current price.
3. Pricing is subject to change without notice.



Cochise County, Arizona
Lease Proposal Quote - Option B
Submitted by Election Systems & Software

Footnotes:

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**Action 13.
Facilities**

Regular Board of Supervisors Meeting

Meeting Date: 05/19/2015

Amendment to Lease with Department of Corrections for BDI Property

Submitted By: Britt Hanson, County Attorney

Department: County Attorney

Presentation: No A/V Presentation **Recommendation:** Approve

Document Signatures: BOS Signature Required **# of ORIGINALS Submitted for Signature:** 2

NAME of PRESENTER: Mike Ortega **TITLE of PRESENTER:** County Administrator Emeritus

Mandated Function?: Not Mandated **Source of Mandate or Basis for Support?:**

Docket Number (If applicable):

Information

Agenda Item Text:

Approve Amendment No. 5 to Contract #090098DC lease with the Department of Corrections for Property at Bisbee/Douglas International (BDI), which provides for sharing costs for repairing and improving the BDI water system.

Background:

The BDI water system, which supplies water to BDI and the Department of Corrections (DOC) facility located on land at BDI leased to DOC, has been in need of substantial repair and improvement. The County has retained an engineer (Brown and Caldwell, Tucson) to study the water system and recommend repairs and improvements. Phase I has been completed. The engineer has estimated that engineering costs for Phase II, dealing mostly with replacing/fixing water lines, will be \$110,000. This Amendment will split these costs between the County (15%, or \$16,500) and DOC (85%, or \$93,500). A gross estimate of the construction costs for Phase II is \$600,000. A map showing the conceptual design of the waterlines improvements is attached to this agenda item. The split between the County and DOC will be based on the number and type of water fixtures each uses, which will be determined by the engineer. It is quite likely that this will result in a reduction for the County from the 15% proportion.

Department's Next Steps (if approved):

Pay the engineer for the engineering costs, and bill DOC for its share.

Impact of NOT Approving/Alternatives:

Repairs and improvements to the water system will not occur.

To BOS Staff: Document Disposition/Follow-Up:

Have the Chair sign the Amendment and send it to Janie Terry at DOC

Budget Information

Information about available funds

Budgeted: 

Funds Available: 

Amount Available: \$16,500

Unbudgeted: ☐

Funds NOT Available: ☐

Amendment: ☐

Account Code(s) for Available Funds

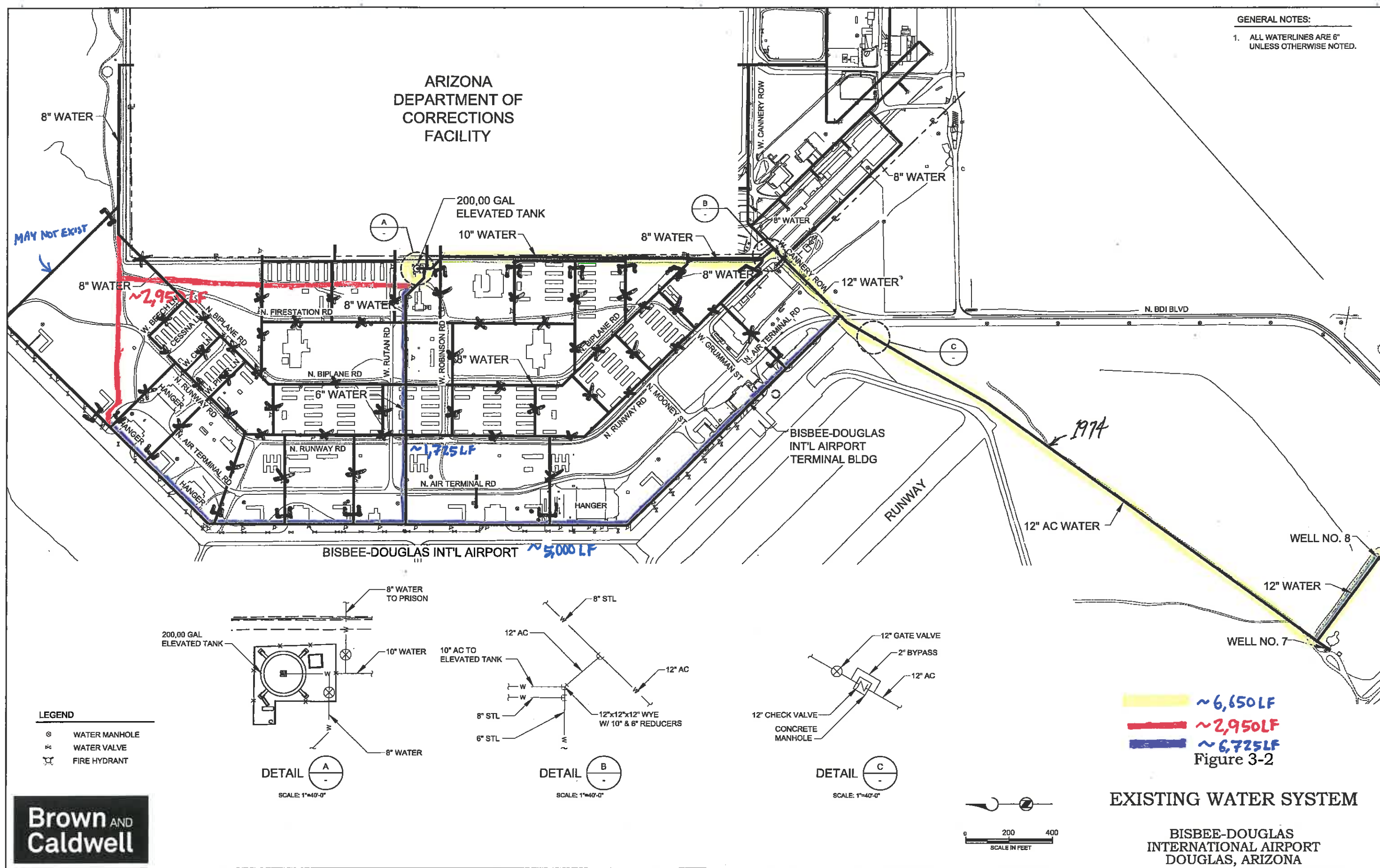
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Fund Transfers

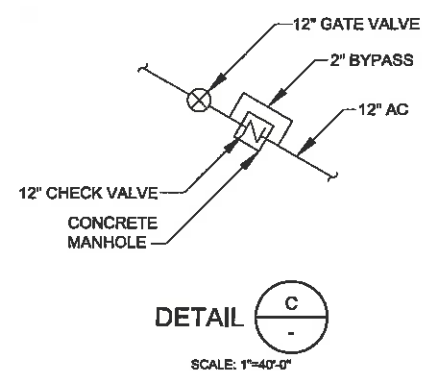
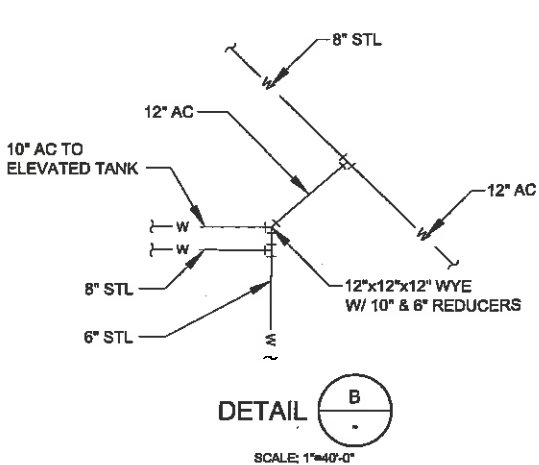
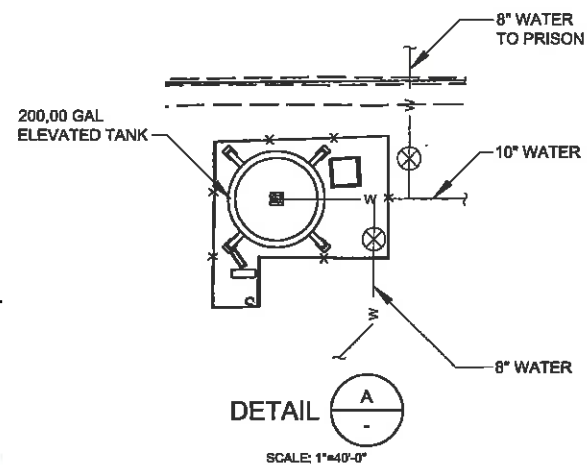
Attachments

Map of Waterlines Design

GENERAL NOTES:
 1. ALL WATERLINES ARE 6" UNLESS OTHERWISE NOTED.

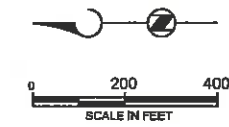


LEGEND
 ⊗ WATER MANHOLE
 ⊕ WATER VALVE
 ⚡ FIRE HYDRANT



~6,650 LF
 ~2,950 LF
 ~6,725 LF
 Figure 3-2

Brown AND Caldwell



EXISTING WATER SYSTEM

BISBEE-DOUGLAS INTERNATIONAL AIRPORT
 DOUGLAS, ARIZONA